

AMENDMENT TO CONTRACT
Annual Service
Tires, Tubes, and Tire Repair Services
Bid No. 18-003
City of Lincoln and Lancaster County
Renewal
Heartland Tires and Treads

This Amendment is hereby entered into by and between Heartland Tires and Treads, 6410 No. 56th Street, Lincoln, NE 68504 (hereinafter "Contractor") and City of Lincoln and Lancaster County, (hereinafter "Owners"), for the purpose of amending the Contract dated February 26, 2018, executed under City Executive Order No. 91578, and County Contract C-18-0106, dated February 27, 2018 for Annual Service - Tires, Tubes, and Tire Repair Services, Bid No. 18-003, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 3, 2018 through March 2, 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 March 3, 2019 through March 2, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$342,000.00 for Contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$150,000.00 for Contracts without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 91578, and County Contract No. C-18-0106 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning March 3, 2019 through March 2, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$342,000.00 for Contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$150,000.00 for Contracts without approval by the Lancaster County Board.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Tires, Tubes, and Tire Repair Services
Bid No. 18-003
City of Lincoln and Lancaster County
Renewal
Heartland Tires and Treads

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:	Heartland Tire Co.
By: (Please Sign)	<i>Jim Wagner</i>
By: (Please Print)	Tim Wagner
Title:	Store Manager
Company Address:	6410 N. 56th St. Lincoln, NE 68504
Company Phone & Fax:	402-476-7200 / 402-465-0805
E-Mail Address:	twag@heartland
Date:	2/19/19
Contact Person for Service or Orders	Tyler Varwig Bob Rudder Mo Jost Tim Wagner
Contact Phone Number	402-670-8076 / 402-670-8046 / 402-670-8048 / 402-290-4786

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Tires, Tubes, and Tire Repair Services
Bid No. 18-003
City of Lincoln and Lancaster County
Renewal
Heartland Tires and Treads**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Tires, Tubes, and Tire Repair Services
Bid No. 18-003
City of Lincoln and Lancaster County
Renewal
Heartland Tires and Treads**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2018

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).

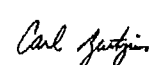
PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Marci Elam PHONE (A/C No, Ext): (402)434-7200 FAX (A/C, No): (402)434-7272 E-MAIL ADDRESS: melam@unicogroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMCO	
		INSURER B: Nationwide Mutual	
		INSURER C: Accident Fund General	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 HTT-NE/All Lines **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	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ACP7265519151	05/01/2018	05/01/2019	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ACPB7265518151	05/01/2018	05/01/2019	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACP7265519151	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6111370	05/01/2018	05/01/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Business Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that require such status prior to a loss. The Workers Compensation policy includes a waiver of subrogation endorsement as required by written contract with the named insured prior to a loss.

CERTIFICATE HOLDER City of Lincoln/Lancaster County & the Lincoln -Lancaster County Public Building Commission 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**COMMERCIAL GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT
INCLUDING MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I – COVERAGES, COVERAGE A
BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, 2. Exclusions** is amended as follows:

1. Paragraph (2)(a) of Exclusion g. **Aircraft, Auto Or Watercraft** is replaced with:
 - (a) Less than 51 feet long; and
2. The following is added to Exclusion j. **Damage To Property**:
 - (a) Paragraphs (3) and (4) does not apply to "property damage" to borrowed equipment while not in use, while at the insured's premises or a job site; or
 - (b) Paragraph (4) does not apply "property damage" to customers goods while on the insured's premises for the purpose of being worked on or used in a manufacturing process.

Limit of Insurance - The most we will pay for damages for "property damage" coverage provided by this coverage in any one "occurrence" is \$10,000.

Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$500. We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us. This insurance is excess over any other valid and collectible insurance.

3. The last paragraph of 2. **Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you rented to you or temporarily occupied by you

with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

**SECTION I – COVERAGES, SUPPLEMENTARY
PAYMENTS – COVERAGES A AND B** is amended as follows:

1. Paragraph 1. b. is replaced with:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1. d. is replaced with:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

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

1. Paragraph 3. a. is replaced with:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. The following is added:
 4. **Additional Insured (Automatic Status When Required In An Agreement With You)**

Who Is An Insured includes person(s) or organization(s) described in Paragraphs a. – i. below with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- a. **Co-Owners Of Insured Premises** – with respect to their liability as co-owner of the premises.

However, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

- b. **Controlling Interest** – with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

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

However, their status as additional insured under this policy ends when they cease to have such controlling interest.

- c. **Grantor of Franchise or License** – with respect to their liability as grantor of a franchise or license to you.

However, their status as additional insured under this policy ends:

- (1) when their contract or agreement with you granting the franchise or license ends or expires; or
- (2) when your license is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.

- d. **Lessors of Leased Equipment** – with respect to their 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). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment ends.

- e. **Managers, or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. **Mortgagee, Assignee, or Receiver** – with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

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

However, their status as additional insured under this policy ends when their status as mortgagee, assignee, or receiver ends.

- g. **Owners or Other Interest from Whom Land has been Leased** – with respect to their liability arising out of the ownership, maintenance, or use of that part of the land leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease the land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease that land.

- h. **State or Political Subdivisions – Permits Relating to Premises** – with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- (1) 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

- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- i. **Vendors** – 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:

- (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;
 - (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:

- (i) The exceptions contained in Subparagraphs d. or f.; or
- (ii) 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.

With respect to the insurance afforded to such additional insureds a. – d. described above the following is added to the **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.

However, this insurance afforded to such additional insureds a. – i. described above:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

SECTION III – LIMITS OF INSURANCE

- 1. The following is added to Paragraph 2:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

- 2. Paragraph 6. is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- 3. Paragraph 7. is replaced with:

- 7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C - **Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- 1. **Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to include:

e. Knowledge of an "occurrence", offense, claim or "suit" by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an "occurrence", offense, claim or "suit" from the agent or employee.

- 2. Paragraph **b. Excess Insurance (1) (b) (ii)** of condition **4. Other Insurance** is replaced with:

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. **Condition 6. Representations** is amended to include:

d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- 4. **Condition 8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

- 5. The following condition is added:

10. Liberalization

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

SECTION V – DEFINITIONS

1. Definition 3. "Bodily Injury" is replaced with:
 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright

- or death resulting from any of these at any time.
2. The following definition is added:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPERATION OF CUSTOMERS AUTOS ON PARTICULAR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion g. of paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to any "customer's auto" while on or next to those premises you own, rent or control that are used for any of the following businesses:
1. Auto Repair or Service Shops;
 2. Car Washes;
 3. Gasoline Stations;
 4. Tire Dealers;
 5. Automobile Quick Lubrication Services.
- B. The following definition is added to the DEFINITIONS Section:
- "Customer's auto" means an "auto" on those premises for the purpose of receiving the services normally provided in connection with those businesses but does not include an "auto" owned by or rented or loaned to any insured.

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AMCO INSURANCE COMPANY
1100 LOCUST ST DEPT 11
DES MOINES, IA 50391-2000

COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS

Number: ACP GLAO 7265519151

Period: From 05/01/18 To 05/01/19

Named Insured: HEARTLAND TIRE GROUP LLC

Form	Date	Title
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0435	1207	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG2147	1207	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2167	1204	FUNGI OR BACTERIA EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2268	0997	OPERATION OF CUSTOMERS AUTOS IN PARTICULAR PREMISES
CG2414	0413	WAIVER OF GOVERNMENTAL IMMUNITY
CG435D	1001	EMPLOYEE BENEFITS ADMINISTRATION LIABILITY COVERAGE PART
CG7023	1096	EXCL-ASBESTOS, ELECTRO-MAGNETIC RADIATION, LEAD AND RADON
CG7033	0393	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CG7212	1216	COMMERCIAL GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT INCLUDING ME
CG7322	0215	DEFINITIONS OF POLLUTANTS
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL0276	0908	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IL7002	0911	ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICT
IL7002	0911	ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICT
IL7002	0911	ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICT
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IL7002	0911	ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICT
IL7003	0911	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR RESTRICTION PROVIDE
IL7003	0911	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR RESTRICTION PROVIDE
IL7003	0911	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR RESTRICTION PROVIDE
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IL7003	0911	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR RESTRICTION PROVIDE
IL7003	0911	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR RESTRICTION PROVIDE

GLDF (02-93)

DIRECT BILL LB2U 18127

INSURED COPY

ACP GLAO 7265519151

917095772

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0000057

AMCO INSURANCE COMPANY
1100 LOCUST ST DEPT 11
DES MOINES, IA 50391-2000

COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS

Number: ACP GLAO 7265519151

Period: From 05/01/18 To 05/01/19

Named Insured: HEARTLAND TIRE GROUP LLC

Form	Date	Title
28	0186	BLANK ENDORSEMENT
28	0186	BLANK ENDORSEMENT
28	0186	BLANK ENDORSEMENT
28	0186	BLANK ENDORSEMENT
28	0186	BLANK ENDORSEMENT

IMPORTANT NOTICES

IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES

GLDF (02-93)

DIRECT BILL LB2U 18127

INSURED COPY

ACP GLAO 7265519151

917085772

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0000058

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

**COMMERCIAL AUTO
AC 70 05 03 16**

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph 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 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.

E. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Supplementary Payments of SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to \$2,500 for 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.

F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Supplementary Payments of the SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) 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.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II - COVERED AUTOS LIABILITY COVERAGE is replaced as follows:

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type,
 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III - PHYSICAL DAMAGE COVERAGE of this 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 refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period 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.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III - PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in 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", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."
In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
 - c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

**COMMERCIAL AUTO
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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Location No.	Coverages	Limit Of Insurance For Each Location	
1	Comprehensive	\$ 1,200,000	minus \$ 500 deductible for each "customer's auto" for all perils subject to \$ 2,500 maximum deductible for all such "loss" in any one event.
	Collision	\$ 1,200,000	minus \$ 500 deductible for each "customer's auto".

LOCATION WHERE YOU CONDUCT "GARAGE OPERATIONS"	
Location No.	Address
1	8528 NORTHWEST BLVD DAVENPORT, IA 528066415

Premium	\$ 3,811
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DIRECT PRIMARY COVERAGE OPTION

Indicate below with an "X" if the Direct Primary Coverage Option is selected.

DIRECT PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance is shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing,

parking, storing, "transporting" or "towing" it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of

the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Exclusions

1. This Insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".

- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance And Deductible

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location.

Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles stated in the schedule for "loss" caused by:

- a. Collision; or
 - b. With respect to Garagekeepers Coverage-Comprehensive Coverage:
 - (1.) All perils.
2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive Coverage is the most that will be deducted for all "loss" in any one event.
 3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Changes in Conditions

The Other Insurance Condition is amended as follows:

For any covered "customer's auto", this endorsement provides primary insurance.

F. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer, lawfully within your possession for service, repair, storage, safekeeping, "transporting" or "towing", with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees", and members of their households, who pay for services performed.
2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business selling, servicing, repairing, parking, storing, "transporting" or "towing" "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also include all operations necessary or incidental to the performance of garage operations.
4. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. The providing of or failure to provide warnings or instructions.
5. "Transporting" or "Towing" includes: In transit, on hook or under tow.

All terms and conditions of this policy apply unless modified by this endorsement.

**BUSINESS AUTO
SCHEDULE(S)**

NATIONWIDE MUTUAL INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

The following schedule(s) is/are a continuation of the declarations.

Number: **ACP BA 7265618151**

Effective from **05/01/2018** to **05/01/2019**

Named Insured: **HEARTLAND TIRE GROUP LLC**
See Schedule

Agency Name: **UNICO GROUP INC**

SCHEDULE OF FORMS AND ENDORSEMENTS

Form No.	Date	Title	Premium
AC0103	(03/16)	AUTO SERVICE OPERATIONS ENDORSEMENT	
AC0105	(05/09)	COMPOSITE RATE ENDORSEMENT	
AC0106	(05/09)		
AC0436	(09/10)	AMENDMENT OF DEFINITION OF POLLUTANTS	
AC0479	(11/11)	MISSOURI CHANGES - OTHER INSURANCE	
AC2041	(03/16)	ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY	
AC2104	(04/00)	MISSOURI UNINSURED MOTORISTS COVERAGE	
AC2112	(08/00)	IOWA UNINSURED MOTORISTS COVERAGE	
AC2113	(08/00)	IOWA UNDERINSURED MOTORIST COVERAGE	
AC2170	(02/00)	NEBRASKA UNINSURED & UNDERINSURED MOTORISTS COVERAGE	
AC2330	(03/16)	MOTOR CARRIER ENDORSEMENT	
AC3104	(02/18)	MISSOURI UNDERINSURED MOTORISTS COVERAGE	
AC7000	(03/16)	AUTO MEDICAL PAYMENTS AMENDMENT	
AC7005	(03/16)	BUSINESS AUTO PROTECTION - GOLD	\$ 2,500.00
AC7007	(03/16)	BUSINESS AUTO EXTENSION ENDORSEMENT	
AC9937	(03/10)	GARAGEKEEPERS COVERAGE	
AC9954	(04/05)	AMENDMENT OF COVERED AUTO SYMBOL 7	
CA0001	(10/13)	BUSINESS AUTO COVERAGE FORM	
CA0156	(10/13)	NEBRASKA CHANGES	
CA0160	(10/13)	IOWA CHANGES	
CA0165	(07/16)	MISSOURI CHANGES	
CA0166	(10/13)	MISSOURI CHANGES - POLLUTION EXCLUSION	
CA0219	(01/16)	MISSOURI CHANGES - CANCELLATION AND NON-RENEWAL	
CA0221	(12/17)	NEBRASKA CHANGES - CANCELLATION	
CA2384	(10/13)	EXCLUSION OF TERRORISM	
CA9903	(10/13)	AUTO MEDICAL PAYMENTS COVERAGE	
CA9935	(11/13)	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE	
CA9944	(10/13)	LOSS PAYABLE CLAUSE	
FORMF	(08/99)	MOTOR CARRIER BI & PD LIAB INS ENDORSEMENT	
GU207	(06/78)	BLANK ENDORSEMENT FORM	
IL0017	(11/98)	COMMON POLICY CONDITIONS	
IL0021	(09/08)	NUCLEAR ENERGY LIABILITY EXCLUSION	
IL0276	(09/07)	IOWA CHANGES CANCELLATION AND NONRENEWAL	
IL7002	(09/11)	ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCT	
IL7003	(09/11)	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR REST	
MCS90	(01/17)	MOTOR CARRIER FORM	

PHSCHED (01-97)

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**BUSINESS AUTO
SCHEDULE(S)**

NATIONWIDE MUTUAL INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

The following schedule(s) is/are a continuation of the declarations.

Number: **ACP BA 7265519151**

Effective from **05/01/2018** to **05/01/2019**

Named Insured: **HEARTLAND TIRE GROUP LLC**
See Schedule

Agency Name: **UNICO GROUP INC**

SCHEDULE OF FORMS AND ENDORSEMENTS

Form No.	Date	Title	Premium
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SCHEDULE OF IMPORTANT NOTICES

Form No.	Date	Title
IN0601	(09/00)	IMPORTANT NOTICE - PAYMENT FOR AFTERMARKET CRASH PARTS
IN5013	(10/92)	NOTICE REGARDING UNINSURED/UNDERINSURED COVERAGE
IN5017	(05/93)	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN5278	(12/13)	IMPORTANT NOTICE FAIR CREDIT REPORTING ACT

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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

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

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 Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
WCV 6111370	From 05/01/2018	To 05/01/2019
12:01 A.M. Standard Time at the described location		

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCV 6111370

Named Insured and Address	Agent
HEARTLAND TIRE & TREADS INC 1775 E EUCLID AVE DES MOINES IA 50313	UNICO GROUP INC. 1128 LINCOLN MALL SUITE 200 LINCOLN NE 68508 Telephone: 402-434-7200 9017348

Other Workplaces Not Shown Above: See schedule attached
Extended Named Insured: Absence of an entry means no exception

Interstate ID:	Intrastate ID:
Insured Is: CORPORATION	FEIN # 870726459
Bureau/Risk ID: 260040049	NCCI #: 90468
Unemployment Id Number:	

ITEM 2. POLICY PERIOD is from 12:01 A.M., 05/01/2018 to 12:01 A.M., 05/01/2019 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here; NE

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3. A. of the Information Page.

D. This policy includes these endorsements and schedules:

DISCLOSR (9/10)	WC000000C (1/17)	WC000308 (4/84)	WC000313 (4/84)
WC000403 (4/84)	WC000406A (7/95)	WC000414 (7/90)	WC000419 (1/01)
WC000421D (1/15)	WC000422B (1/15)	WC000424 (1/17)	WC260401B (5/17)

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

<u>Minimum Premium</u> \$750	<u>Deposit Premium</u> \$41,400	<u>Total Estimated Annual Premium</u> \$41,400	<u>Premium Adjustment Period:</u> Annual - Reporting
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INSURED COPY