# Lancaster County, Nebraska AMUSEMENT LICENSE APPLICATION

Return completed form to: Lancaster County Clerk- 555 S. 10<sup>th</sup> Street, Lincoln, NE 68508 Phone: 402-441-7484; Email: coclerk@lancaster.ne.gov

APR 2 5 2019 LANCASTER COUNTY CLERK

RECEIVED

# PERSONAL INFORMATION

Applicant's Name David Grabarkewitz	_Telephone number_ (402) 474-9802
Address/City/State/Zip 1301 S. 11th Street Lincoln, NE 68502	
Business Name Community Crops	_Telephone number_ (402) 474-9802
Address/City/State/Zip_ Same	
Property Owner's Name (if different) University of NE Foundation	(402) 458 1157
Address/City/State/Zip 1010 Lincoln Mall Suite 300 Lincoln,NE	68508
Email Address_david@communitycrops.org	

We hereby apply for an amusement license from Lancaster County to operate a

1 dificit aloning	and the second se		(list event name) for a period of 4	
V hour(s)	dayle	week(s)	(not over thanks) for a period of 4	_(number)
Internet Contractory	[ ] duy(a)	week(s)	month(s) on the following dates	- 74
			····	

from 5:00PM a.m./ p.m. to 9:00PM a.m./p.m. at the following location 3130 N. 112th Street Lincoln, NE

known as Prairie Pines Farm

(name of existing establishment or corporation, if any)

Application for a new license must be approved by the County Board of Commissioners after a public hearing. Notice of the public hearing must be published two successive weeks (14 actual days) prior to the hearing at the applicant's expense.

# **EVENT DETAILS**

Number of people anticipated and basis on which this estimate is made: We expect 300 attendees based on previous sales.

Seating arrangements: Seating will be in a large tent on premises with several picnic tables placed outside.

Location of electrical wiring: In a well-house approximately 50 feet from tent.

Page 1 of 3

Details of structure: 40' x 80' pole tent with seating underneath. Small canopies placed throughout the field.

Anticipate plans for compliance with guidelines: Minors will not be admitted to the event and IDs will be checked. All food prepared in licensed kitchens. Alcohol will be served by a licensed caterer. Noise levels will be kept appropriate.

Please attach a site map to this application and return all documents and the \$10.00 fee to the County Clerk's Office, County-City Building, 555 South 10<sup>th</sup> Street, Lincoln, NE 68508, at least thirty (30) days prior to the expiration of your current license. Questions can be directed to the County Clerk's Office at 402-441-7484 or coclerk@lancaster.ne.gov

In consideration of your granting us a license, we hereby agree to abide by all the lawful rules and regulations established by Nebraska State Statutes and the Lancaster County Board of Commissioners.

We further agree to abide by any additional conditions as set forth by the Commissioners pursuant to the recommendation of the Health Department, local law enforcement agencies or other agencies.

Applicant's Signature

Additional Applicant (if applicable)

Additional Applicant (if applicable)

Property Owner's Signature

Date

10/2019

For office use only:	Renewal rec'd	Renewal app'd
New conditions recomme	ended by the Board of Commission	ers (if any):
□ Sheriff		] Health Department
Planning		County Engineer
D NDOR	E	Building & Safety

Page 2 of 3

# HOLD HARMLESS AGREEMENT

mmini Applicant(s): Date(s) of Event:

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

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

Dated this ARKEL Applicant: Signature: Title or Legal Capacity Witnes

Page 3 of 3



1301 S. 11th Lincoln NE 68502 (402) 474-9802 www.communitycrops.org

"Providing Education, Advocacy and Experiences to Grow Local Food"

Feast on the Farm Vendor List: August 24, 2019 at Prairie Pines

Piedmont Bistro

Venue

Single Barrel

Prairie Plate

Kitchen Table

Dish

Goldenrod Bakery

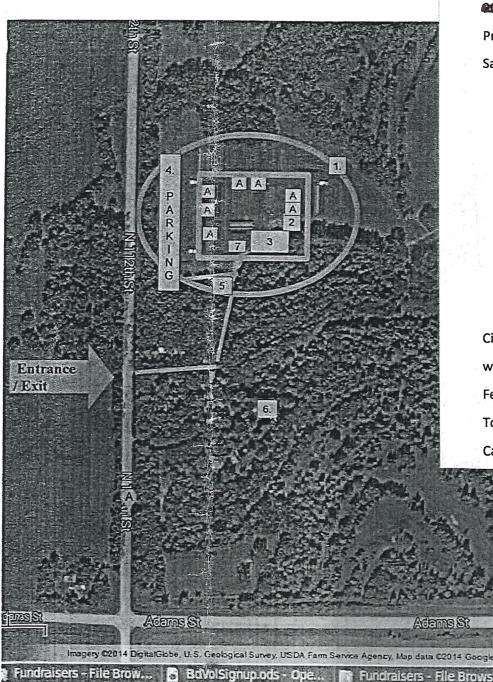
Hub Café

Talent Plus

Gelato to Go

Cultiva (Beverages)

**Dutch Girl Creamery** 



#### 2019

Community Crops Feast on the Farm

Prairie Pines Farm 3130 N. 112<sup>th</sup> Street

- Saturday August 25, 2018 Aug 24, 2019
  - 1. Grey Circle is the Event Space
  - 2. Bar area in Tent. Water will also be provided.
  - 3. Event tent 40 x 80 ft, bar in tent with Auction

items and band

- 4. Guest Parking
- 5. Porta-Potties and Electricity.
- 6. Staff/Volunteer Parking
- 7. Entertainment and Auction Items A. Food Stations

Circles area shows where event will be held, and area where food and alcohol will be consumed. Alcohol will be served from a station at the pole tent. Fencing will be erected around the tent and food stations, including bar, To define the area in which alcohol is permitted. (Inner Grey Square) Capacity: Only 300 tickets will be sold.

in





LANCASTER COUNTY CLERK

Lancaster County, Nebraska AMUSEMENT LICENSE RENEWAL APPLICATION

Return completed form to: Lancaster County Clerk- 555 S. 10<sup>th</sup> Street, Lincoln, NE 68508 Phone: 402-441-7484; Email: coclerk@lancaster.ne.gov.

## PERSONAL INFORMATION

Applicant's Name_David Grabarkewitz	_Telephone number_402-474-9802
Address/City/State/Zip_1301 S. 11th Street	
Business Name_Community Crops	_ Telephone number_402-474-9802
Address/City/State/Zip_1301 S. 11th Street Lincoln, NE 68502	
Property Owner's Name (if different) University of Nebraska Foundation	ation_Telephone_number_402-458-1157
Address/City/State/Zip_1010 Lincoln Mall Suite 300 Lincoln, NE	
Email Address_david@communitycrops.org	
We hereby apply for an amusement license renewal from Lancaster C to operate a Fundraising Dinner (list of hour(s) day(s) week(s) month(s) on the following from 5:00 pm a.m./ p.m. to 9:00 pm a.m./p.m. at the following location	event name) for a period of <u>4</u> (number) ng dates <u>Saturday August 24th</u>
known as Prairie Pines Farm	
(name of existing establishment or corporation, if any)	112-11

## **EVENT DETAILS**

Number of people anticipated and basis on which this estimate is made: We expect 300 attendees based on previous sales.

Seating arrangements: Seating will be in large tent on premises with several picnic tables placed outside.

Location of electrical wiring: In a well-house approximately 50 feet from tent.

	Client	t#: 5	7380	н. <sup>1</sup>		COM		VE	D
	ACORD <sub>TM</sub> CERTIFICATE OF LIABILITY INSURANCE MAR 2 5 263/25/2019								
	HIS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATIN ELOW. THIS CERTIFICATE OF INSUF EPRESENTATIVE OR PRODUCER, A MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject his certificate does not confer any rig	ATTE ELY RANC ND T an A to th	ER OI OR I E DO HE C ADDI e terr	F INFORMATION ONLY AN NEGATIVELY AMEND, EX DES NOT CONSTITUTE A ERTIFICATE HOLDER. FIONAL INSURED, the pol ns and conditions of the p	ID CONFERS NO F FEND OR ALTER T CONTRACT BETW icy(ies) must have policy, certain polic	RIGHTS UPO HE COVERA EEN THE ISS ADDITIONAI cies may requ	N THE CERTIFICATE HO GE AFFORDED BY THE SUING INSURER(S), AU INSURED provisions of	POUC POUC HORIZ	THIS IES ED
PRO INS P.C	DUCER SPRO Insurance D. Box 6847					ne Roberts 33.4500	FAX (A/C, No): S.COM	402.4	83.7977
	coln, NE 68506 2 483-4500			-	NA - 11 - 1 1		FORDING COVERAGE		NAIC #
INSU	IRED				INSURER A : Markel II				38970 11347
	Community Crops			-	INSURER C : United S				25895
	1301 S. 11th Street				INSURER D :				
	Lincoln, NE 68502				INSURER E :				
					INSURER F :				
_				NUMBER:			REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH	QUIR PERTA	EMEN	IT, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY CONTRACT O	R OTHER DO	CUMENT WITH RESPECT	TO WH	ICH THIS
INSR LTR		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY	X	X	HUP134203	03/15/2019	03/15/2020	EACH OCCURRENCE	\$1,00	0,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00	
							MED EXP (Any one person)	\$ <b>10,0</b>	
							PERSONAL & ADV INJURY	\$1,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,00	
							PRODUCTS - COMP/OP AGG	\$ <b>2,00</b> \$	0,000
A	OTHER: AUTOMOBILE LIABILITY			HUA134303	02/15/2010	02/15/2020	COMBINED SINGLE LIMIT (Ea accident)		0.000
				HUA134303	03/13/2019	03/15/2020	(Ea accident) BODILY INJURY (Per person)	<sub>\$</sub> 1,00	0,000
	OWNED SCHEDULED						BODILY INJURY (Per accident)		
	AUTOS ONLY     X     AUTOS       HIRED     NON-OWNED       AUTOS ONLY     X						PROPERTY DAMAGE (Per accident)	\$	
							(Per accident)	\$	
Α	X UMBRELLA LIAB X OCCUR	Х	X	HUU134403	03/15/2019	03/15/2020	EACH OCCURRENCE	s1,00	0.000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,00	ST 1221 16 1231
	DED X RETENTION \$10,000							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			111652201	03/15/2019	03/15/2020	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$500,	000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		
-	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		000
C	C         Directors & Officers         NDO1066899G         03/15/2019         03/15/2020         \$1,000,000/\$1,000,000								
DES	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORI	0 101, Additional Remarks Schedu	le, may be attached if mc	bre space is requi	ired)		
CEF	TIFICATE HOLDER				CANCELLATION				
	Lancaster County Clerk 555 S. 10th Street, Room Lincoln, NE 68508	108		-	THE EXPIRATION ACCORDANCE W AUTHORIZED REPRESE	I DATE THE ITH THE POI NTATIVE	SCRIBED POLICIES BE CA REOF, NOTICE WILL BI LICY PROVISIONS.		
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#### SFM Mutual Insurance Company Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **03/15/2019** at 12:01 A.M. standard time, forms a part of Policy **111652.201** issued to **Community Crops.** 

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

This waiver of subrogation endorsement applies to the state of Nebraska

City of Lincoln Lancaster County

555 S 10th Street, Lincoln NE 68508

Waiver of subrogation for address listed above has an estimated charge of 5% of the applicable manual premium, with a minimum premium of \$100. At audit the actual payrolls for this project will be obtained and the 5% charge will be adjusted accordingly.

#### Please keep separate payrolls records for this project available at the time of audit

Payroll Period: 03/15/2019 to 03/15/2020

Class/Description	Payroll	Rate	Premium
0008 Farm: Gardening-Market Or Truc	0	2.94	0
8742 Salespersons Or Collect-Outsid	0	0.42	0
8810 Clerical Office Employees Noc	0	0.16	0
Totals	0		0

# SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: HUP1342-03		EFFECTIVE DATE: 03/15/2019
NUMBER	TITLE	
	COMMON	
4JIL 1000 (06~10)	Signature Page	
1D 001 (07-02)	Commercial Lines Policy Dec	clarations
IL 00 03 (08-07)	Calculation Of Premium	
IL 00 17 (11-98)	Common Policy Conditions	
IL 00 21 (05-02)		clusion Endorsement (Broad Form)
IL 00 22 (05-87)	Effective Time Changes - Re	-
IL 01 22 (09-07)	Nebraska Changes - Actual (	
IL 01 59 (09-07)	Nebraska Changes - Fraud On	-
IL 01 64 (07-02)	Nebraska Changes - Appraisa	
IL 02 59 (12-17)	Nebraska Changes - Cancella	
IL 09 35 (07-02)	Exclusion Of Certain Comput	
IL 09 53 (01–15) MIL 1214 (09–17)	Exclusion of Certified Acts Trade Or Economic Sanctions	
MIL 1267 (05-15)	The Monument Endorsement	3
111 1207 (05 157	The Monument Endorsement	
	PROPERTY	
4D010 (09-95)	Commercial Property Coverage	ge Part Declarations
CP 00 10 (10-12)	Building And Personal Prope	erty Coverage Form
CP 00 90 (07-88)	Commercial Property Condition	ions
CP 01 24 (07-00)	Nebraska Changes	
CP 01 40 (07-06)	Exclusion Of Loss Due To Vi	
CP 10 30 (09-17)	Causes of Loss - Special Fo	orm
CP 12 18 (10-12)	Loss Payable Provisions	

CP 12 19 (06-07) Additional Insured - Building Owner

MCP 031 (10-10) Equipment Breakdown Enhancement Endorsement

MCP 1226 (04-13) Commercial Property Advantage Enhancement

MCP 1300 (04-13) Fungus, Wet Rot, Dry Rot and Bacteria Exclusion

MCP-TERR-2 (01-15)Confirmation of Exclusion of Certified Acts of Terrorism Coverage -Terrorism Risk Insurance Act

#### **GENERAL LIABILITY**

MDGL 1500 ( CG 00 01 (0		l General Liability Policy Declarations L General Liability Coverage Form
CG 21 01 (1	1-85) Exclusion	- Athletic or Sports Participants
CG 21 06 (0	5-14) Exclusion	- Access Or Disclosure Of Confidential Or Personal
	Informatio	on And Data-Related Liability - With Limited Bodily Injury
	Exception	
CG 21 35 (1	0-01) Exclusion	- Coverage C - Medical Payments
CG 21 47 (1	2-07) Employment	-Related Practices Exclusion
CG 21 49 (0	9-99) Total Poll	lution Exclusion Endorsement
CG 21 73 (0	1-15) Exclusion	of Certified Acts of Terrorism
CG 21 96 (0	3-05) Silica Or	Silica-Related Dust Exclusion
MGL 132 (09	-95) Trampoline	e Exclusion
MGL 145 (09	-95) Saddle Ani	imal Exclusion
MGL 147 (09	-95) Downhill S	Skiing Exclusion
MGL 148 (09	-95) Snowmobile	e Exclusion
MGL 151 (09	-95) Medical Pa	ayments / Athletic Participations Amendatory Endorsement

# SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	EFFECTIVE DATE:
HUP1342-03	03/15/2019
NUMBER TITLE	

## NUMBER

## **GENERAL LIABILITY**

1262	(08-14)	Commercial General Liability Plus Enhancement Abuse Or Molestation Coverage
1319	(01-16)	Exclusion - Unmanned Aircraft
-TERR-	2 (01-15)	Confirmation of Exclusion of Certified Acts of Terrorism Coverage -
		Terrorism Risk Insurance Act
1301	(03-14)	Exclusion - Fungi or Bacteria
1303	(05-15)	Exclusion - Asbestos
1304	(05-15)	Exclusion - Lead Liability
1305	(05-15)	Exclusion - Punitive Damages
	1262 1319 -TERR- 1301 1303 1304	1262 (08-14) 1319 (01-16) -TERR-2 (01-15) 1301 (03-14) 1303 (05-15) 1304 (05-15)

#### INLAND MARINE

MD012 (09-00)	Commercial Inland Marine Coverage Part Declarations
CM 00 01 (09-04	Commercial Inland Marine Conditions
CM 01 25 (07-00	)) Nebraska Changes - Intentional Acts
MD037 (11-99)	Miscellaneous Articles Declarations
IH 00 79 (07-99	Miscellaneous Articles Coverage Form
MIM 115 (05-10)	Mold Exclusion
MIM 1305 (05-10	)) Earthquake Exclusion
MIM-TERR-2 (01-	-15)Confirmation of Exclusion of Certified Acts of Terrorism Coverage -
	Terrorism Risk Insurance Act

#### CRIME

MDCR 1000	(01-14)	Crime and Fidelity Declarations
CR 00 21	(11-15)	Commercial Crime Coverage Form (Loss Sustained Form)
CR 07 50	(08-08)	Amendment - Delete Provisions Regarding Certain Acts of Terrorism
		(Applicable to Crime/Fidelity Only)
MCR 1300	(08-15)	Exclusion - Narcotics And Other Controlled Substances

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# Markel Insurance Company

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE	
Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage From Elevator Use	Included
Personal And Advertising Injury From Televised Or Videotaped	
Material	Included
Supplementary Payments	· ·
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Medical Personnel	\$100,000 Any One Person
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers Vendors	Included
Medical Payments	\$10,000 Any One Person (Unless Excluded)
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit Unintentional Failure To Disclose All Hazards	
Waiver Of Transfer Of Rights Of Recovery Against Others To Us Liberalization	Included
	Included
Mental Anguish Resulting From Bodily Injury Broadened Definition Of Mobile Equipment	Included Included
Broadened Bennicon Of Mobile Equipment	
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MGL 1242 03 14

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#### A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

### LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

#### **Insuring Agreement**

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- **b.** This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
  - (1) You determine that the "product withdrawal" is necessary; or
  - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
  - (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
  - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
  - (3) The product that is the subject of the "product withdrawal" was produced during the policy period.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
  - (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
  - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

#### Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

#### a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

#### b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

#### c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

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- (1) An error in manufacturing, design or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

#### d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

#### e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

#### f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

#### g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A– Bodily Injury And Property Damage Liability.

#### h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

#### i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

#### j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

#### k. Pollution-Related Expenses

Any loss, cost or expense due to any:

- Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".
- 2. The following is added to Section III Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

- a. insureds;
- b. "Product withdrawals" initiated; or
- c. "Your products" withdrawn.
- 3. Section IV Commercial General Liability Conditions is amended as follows:
  - a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

### 2. Duties In The Event Of A Defect Or A Product Withdrawal

MGL 1242 03 14

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- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
  - (1) How, when and where the "defect" was discovered;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:
  - (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
  - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the "product withdrawal".
- b. The following Conditions are added:

#### **Concealment Or Fraud**

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

#### **Product Tampering Limitation**

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

- 4. The following definitions are added:
  - a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
  - **b.** "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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- c. "Product withdrawal" means the recall or withdrawal:
  - (1) From the market; or
  - (2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
  - (1) Costs of notification;
  - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
  - (3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
  - (4) Costs of computer time;
  - (5) Costs of hiring independent contractors and other temporary employees;
  - (6) Costs of transportation, shipping or packaging;
  - (7) Costs of warehouse or storage space; or
  - (8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.
- e. "Profit" means the positive gain from business operation after subtracting all expenses.

#### B. EXTENDED PROPERTY DAMAGE - EXPECTED OR INTENDED INJURY

Exclusion **2.a.** Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

#### a. Expected Or Intended Injury

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

#### C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

- 1. Paragraph (2) is replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 51 feet long; and
    - (b) Not being used to carry persons or property for a charge;
- 2. The following is added:
  - (6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

#### D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
- **b.** Away from an insured's premises.
- 2. The following is added to Section III Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

#### E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.
- 4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or

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- g. The following property while outside of buildings:
  - (1) Grain, hay, straw or other crops; and
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

#### F. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph (6) of Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

2. The final paragraph of Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

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

- 3. Paragraph 6. under Section III Limits Of Insurance is replaced by the following:
  - 6. Subject to Paragraph 5. above, 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 you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.
- Paragraph 4.b.(1)(a)(ii) of the Commercial General Liability Coverage Form, and Paragraph 4.b.(1)(a)(iii) of the Commercial General Liability Coverage Form (Claims-Made Version) under Section IV – Commercial General Liability Conditions are replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- 5. Paragraph a. of Definition 9. "insured contract" is replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

#### G. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph 1. above is excess overy any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

## H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

- 1. Exclusions 2.b. and 2.c. under Section I Coverages, Coverage B Personal And Advertising Injury Liability are replaced by the following:
  - b. Material Published With Knowledge Of Falsity

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"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- 2. Paragraphs d. and e. of the definition of "personal and advertising injury" are replaced by the following:
  - d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
  - e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

#### I. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

Paragraphs 1.b. and 1.d. under Section I – Coverages, Supplementary Payments – Coverages A And B are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- 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 the amount shown in the Schedule of this endorsement because of time off from work;

#### J. MEDICAL PERSONNEL

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

- 1. Paragraph 2.a.(1)(d) under Section II Who Is An Insured does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
- 2. The following is added to Section III Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

#### K. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. The following is added to Paragraph 2.a.:

Paragraph (1) does not apply to managers at the supervisory level or above.

2. Paragraph 2. is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

- 3. Paragraph 3.a. is replaced by the following:
  - a. Coverage for your newly acquired or formed organization shall be:
    - (1) Effective on the date of acquisition or formation; and
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(2) Afforded until the end of the policy period of this Coverage Form.

#### L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

### a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
  - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
    - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
    - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
  - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
  - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
    - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
    - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
  - (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
  - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
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(8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

#### b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

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) who leases to you or manages property you rent or lease.

#### c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

#### d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and 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.

(1) The following additional exclusions apply to such vendors:

This insurance 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;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "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:

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- (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.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.
- 2. The insurance provided to such automatic additional insureds:
  - a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
- 3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III Limits Of Insurance:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance shown in the Declarations,

whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

#### M. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III - Limits Of Insurance is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

#### N. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III - Limits Of Insurance:

- For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
  - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
  - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C, regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".
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- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
- d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
- For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
  - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
  - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
- 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
- 4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- 5. For the purposes of this section of this endorsement, "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.
- 6. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

#### O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

#### P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 6. Representations under Section IV - Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

#### Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any 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". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

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#### **R. LIBERALIZATION**

The following is added to Section IV - Commercial General Liability Conditions:

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#### Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

## S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means:
  - a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
  - b. Death resulting from bodily injury, sickness or disease.

#### T. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph f.(1) of Definition 12. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.

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office of the Sheriff Lancaster County Terry T. Wa Sheriff



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



April 19, 2019

Ms. Monét McCullen Lancaster County Clerk's Office County-City Building Lincoln, NE 68508

Re: Renewal Application for an Amusement License from David Grabarkewitz with Community CROPS.

Dear Ms. McCullen:

This letter is regarding a renewal application for an Amusement License from Community Crops located at 1301 S.11<sup>th</sup> Street, Lincoln, Lancaster County, Nebraska, to hold a fundraiser event. The fundraiser event is scheduled for Saturday, August 24, 2019, from 5:00 p.m., to 9:00 p.m., and will take place at Prairie Pines Farm located at 3130 N. 112<sup>th</sup> Street, Lincoln, Lancaster County, Nebraska.

The event is expecting to draw approximately 300 attendees. Per the application, minors will not be admitted to the event and identification will be checked. All food will be prepared in licensed kitchens and alcohol will be served by a licensed caterer.

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

Sincerely,

Terry T. Wagner, Sheriff

Amy Shandera, Sergeant

## Monet J. McCullen

From: Sent: To: Subject: Tom J. Cajka Thursday, April 25, 2019 9:28 AM Monet J. McCullen RE: Amusement Renewal - Community Crops

Planning has no objection

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

From: Monet J. McCullen

Sent: Friday, April 19, 2019 10:38 AM

To: Amy L. Shandera <AShandera@lancaster.ne.gov>; Barbi M. Loschen <bloschen@lancaster.ne.gov>; David A. Derbin <Derbin@lancaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jenifer T. Holloway <JHolloway@lancaster.ne.gov>; Josh D. Clark <JClark@lancaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Kelsey A. Varisco <KVarisco@lincoln.ne.gov>; Ken D. Schroeder <kschroeder@lancaster.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov> Subject: Amusement Renewal - Community Crops

Hello,

I received and amusement license renewal from community crops for an event on August 24, 2019 at 3130 N. 11<sup>th</sup> Street, Lincoln.

Please have recommendations back to me by May 8<sup>th</sup>.

Thank you.

Monét McCullen County Clerk's Office 402.441.7485

# LANCASTER COUNTY

Pamela L. Dingman, P.E. County Engineer

# **ENGINEERING**

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

# DEPARTMENT

 DATE:
 May 8, 2019

 TO:
 Monet McCullen County Clerk's Office

 FROM:
 Ken Schroeder Sen Schnadul County Surveyor

 SUBJECT:
 AMUSMENT LICENSE RENEWAL

COMMUNITY CROPS FUNDRAISER DINNER PRAIRIE PINES FARM – 3130 NORTH 112<sup>TH</sup> STREET SATURDAY, AUGUST 24, 2019 FROM 5:00 P.M. TO 9:00 P.M.

Upon review, this office has no direct objections to this submittal, subject to no parking allowed along adjacent County roads during the time of the event and subject to review by the Lancaster County Sheriff's Office for safety precautions.

Cc: Amy Shandera, Lancaster County Sheriff's Office Dave Derbin, County Attorney I

Ron Bohaty, Road Maintenance Superintendent

## Monet J. McCullen

From: Sent: To: Subject: David A. Voboril Friday, May 10, 2019 9:50 AM Kelsey A. Varisco; Monet J. McCullen RE: Amusement Renewal - Community Crops

Health Dept. approves application. Vendors are licensed with LLCHD.

Dave Voboril Environmental Health Specialist II <u>dvoboril@lincoln.ne.gov</u> 402-441-8633

From: Kelsey A. Varisco
Sent: Friday, April 19, 2019 3:05 PM
To: David A. Voboril <dvoboril@lincoln.ne.gov>
Subject: FW: Amusement Renewal - Community Crops

Application attached here -

From: Monet J. McCullen Sent: Friday, April 19, 2019 10:38 AM

To: Amy L. Shandera <<u>AShandera@lancaster.ne.gov</u>>; Barbi M. Loschen <<u>bloschen@lancaster.ne.gov</u>>; David A. Derbin <<u>DDerbin@lancaster.ne.gov</u>>; David R. Cary <<u>dcary@lincoln.ne.gov</u>>; Greg R. Topil <<u>gtopil@lincoln.ne.gov</u>>; Jenifer T. Holloway <<u>JHolloway@lancaster.ne.gov</u>>; Josh D. Clark <<u>JClark@lancaster.ne.gov</u>>; Justin L. Daniel <<u>idaniel@lincoln.ne.gov</u>>; Kelsey A. Varisco <<u>KVarisco@lincoln.ne.gov</u>>; Ken D. Schroeder <<u>kschroeder@lancaster.ne.gov</u>>; Robert K. Simmering <<u>RSimmering@lincoln.ne.gov</u>>; Steve S. Henrichsen <<u>shenrichsen@lincoln.ne.gov</u>>; Terry A. Kathe <<u>tkathe@lincoln.ne.gov</u>>; Tom J. Cajka <<u>tcajka@lincoln.ne.gov</u>> Subject: Amusement Renewal - Community Crops

Hello,

I received and amusement license renewal from community crops for an event on August 24, 2019 at 3130 N. 11<sup>th</sup> Street, Lincoln.

Please have recommendations back to me by May 8<sup>th</sup>.

Thank you.

Monét McCullen County Clerk's Office 402.441.7485