

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Weed Abatement-Mowing for the County Weed Authority**  
**Bid No. 19-123**  
**Lancaster County**  
**Expenditure Increase and Change to Combined Expenditure**  
**Lee's Lawn Maintenance (Hauser Inc.)**

This Amendment is hereby entered into by and between Lee's Lawn Maintenance (Hauser Inc.), 11505 N. 14<sup>th</sup> Street, Raymond, NE 68428 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated June 11, 2019, executed under County Contract 19-0442 (hereinafter "Contract"), for Annual Service – Weed Abatement – Mowing for the County Weed Authority, Bid No. 19-123 (hereinafter "Bid 19-123"), which is made a part hereof by this reference.

WHEREAS, "Contracted Vendor(s)" shall mean all vendors who contract or who have contracted with the County pursuant to Bid No. 19-123; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the County and the Contracted Vendors pursuant to Bid No. 19-123; and

WHEREAS, the Contracts provided for a \$10,000 expenditure per Contracted Vendor; and

WHEREAS, the parties hereby amend the Contract to combine the total expenditures with the other Contracts pursuant to Bid No. 19-123; and

WHEREAS the parties hereby amend the Contract to increase the combined total expenditure \$20,000.00 for the remainder of the current term; and

WHEREAS, the combined total expenditure to be spent by the County among the Contracted Vendors shall not exceed \$30,000.00 in total for the remainder of the contract term; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract 19-0442, and stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to combine the total expenditures with the other Contracts pursuant to Bid No. 19-123.
- 2) The parties hereby amend the Contract to increase the combined total expenditure \$20,000.00 for the remainder of the current term.
- 3) The combined total expenditure to be spent by the County among the Contracted Vendors shall not exceed \$30,000.00 in total for the remainder of the contract term.
- 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  
Lancaster County Signature Page

## Vendor Signature Page

**AMENDMENT TO CONTRACT**  
Annual Service  
Weed Abatement-Mowing for the County Weed Authority  
Bid No. 19-123  
Lancaster County  
Expenditure Increase and Change to Combined Expenditure  
Lee's Lawn Maintenance (Hauser Inc.)

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing  
Attn: Sandy Rocke  
440 So. 8<sup>th</sup> St., Suite 200  
Lincoln, NE 68508  
Or email to: srocke@lincoln.ne.gov

Company Name:	Lee's Lawn Maintenance (Hauser Inc)
By: (Please Sign)	Darril Hauser
By: (Please Print)	Darril Hauser
Title:	President
Company Address:	11505 N14 <sup>th</sup> St Raymond NE 68428
Company Phone & Fax:	402-430-7935
E-Mail Address:	darril4020@yahoo.com
Date:	10-8-2019
Contact Person for Orders or Service:	Darril Hauser
Contact Phone Number:	402-430-7935

**Lancaster County Signature Page**

---

**AMENDMENT TO CONTRACT  
Annual Service  
Weed Abatement-Mowing for the County Weed Authority  
Bid No. 19-123  
Lancaster County  
Expenditure Increase and Change to Combined Expenditure  
Lee's Lawn Maintenance (Hauser Inc.)**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



LEESL-1

OP ID: JY

19-123

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2019

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 Barney Insurance Lincoln PO Box 5365 Lincoln, NE 68505 Jordan Isaacson	402-467-4633	CONTACT NAME: Jordan Isaacson PHONE (A/C, No, Ext): 402-467-4633 FAX (A/C, No): 402-467-5630 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty INSURER B: Hartford Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13021 22357
INSURED Lee's Lawn Maintenance 11505 N 14th St Raymond, NE 68428		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

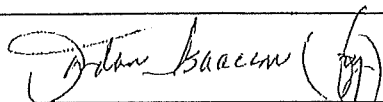
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		60503262 ✓	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Spraying \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		60503262 ✓	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60503262	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	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		X	91WECAB3KR5	04/15/2019	04/15/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Lincoln / Lancaster Co. And Lincoln-Lancaster County Public Building Commission is listed as an additional insured with Coverage form CG7185 - this form is the equivalent to CG2010 - pesticide and herbicide applicator coverage also applies. Form number CA2048 includes the additional insured on the auto coverages.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lincoln / Lancaster Co Lincoln-Lancaster County Public Building Commission 555 S 10th St Lincoln, NE 68508	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 Jordan Isaacson 
--	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

60503262

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
LANCASTER COUNTY	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

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

POLICY NUMBER: 60503262

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF LINCOLN	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

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



POLICY NUMBER:

60503262

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
LINCOLN LANCASTER COUNTY PUBLIC BUILDING COMMISSION	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER:

60503262

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Premium

Applicable to the state of Nebraska		
*CG2010(04-13) X	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
*CG2010(04-13) X	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
*CG2010(04-13) X	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100

## Other Forms

Applicable to the state of Nebraska	
CG0001(04-13)	COMM GENERAL LIAB COVG FORM
*CG2012(04-13)	ADDL INSURED-STATE/GOVERNMENTAL AGENCY/SUBDIVISION
CG2106(05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
CG2147(12-07)	EMPLOYMENT-RELATED PRACTICES EXCL
CG2150(04-13)	AMENDMENT OF LIQUOR LIAB EXCLUSION
CG2155-(09-99)	TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION
CG2167(12-04)	FUNGI/BACTERIA EXCL
CG2170(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2187(01-15)	CONDITIONAL EXCL OF TERRORISM
CG2196(03-05)	SILICA/SILICA-RELATED DUST EXCL
CG2279(04-13)	EXCL-CONTRACTORS-PROFESSIONAL LIAB
*CG7001(02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004(02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
CG7093(04-99)	VOLUNTARY PROPERTY DAMAGE COVG OR CARE CUSTODY CON
CG7116(01-02)	EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
CG7125(02-12)	PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
*CG7154(01-07)	COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
CG7155(01-07)	ABUSE/MOLESTATION EXCL
CG7165(07-09)	BLANKET EXCL-DESIGNATED OPERATIONS (WRAP-UP)
CG7185(07-17)	LICA ULTRA LIAB PLUS END
CG7296(03-19)	MULTIPLE LIAB COVGS LIMITATION
IL-0021(07-02)	NUCLEAR ENERGY LIAB EXCL END
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0259(12-17)	NE-CHGS CANCEL & NONRENEW
IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7105(10-14)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
ST1120CG(10-92)	COMM GENERAL LIAB POLICY-QUICK REFERENCE
ST1403(09-01)	NOTICE EXTERIOR INSULATION & FINISH SYSTEMS EXCL
ST1644-(01-12)	POLICY WEBSITE STUFFER
ST1657(07-09)	NOTICE-BLANKET EXCL DESIGNATED OPERATIONS(WRAP-UP)
ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*UW7002(04-96)	FORMS SUPPLEMENTAL DECLARATION

0105

UNITED FIRE & CASUALTY COMPANY  
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60503262

ACCOUNT NUMBER: 3000327476 (2) COMMERCIAL GENERAL LIABILITY LICA (SB)  
DIRECT BILL - COMMERCIAL GENERAL LIABILITY COVERAGE PART

ISSUE DATE	05-02-2019	NMC REPLACEMENT OF	0105	60503262	DECLARATIONS	AMENDED	04/15/2019																																							
NAMED LEES LAWN MAINTENANCE INSURED HAUSER INC AND C/O DARRIL HAUSER ADDRESS 11505 N 14TH ST RAYMOND NE 68428-4350				AGENCY & CODE 053439 BARNEY INSURANCE LINCOLN PO BOX 5365 LINCOLN NE 68505																																										
POLICY PERIOD:	12:01 A.M. Standard time at your mailing address shown above.		FROM:	04-15-2019	TO:	04-15-2020 And for successive policy periods as stated below.																																								
We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.																																														
<b>LIMITS OF INSURANCE</b>																																														
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)				\$	2,000,000																																									
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT				\$	2,000,000																																									
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)				\$	1,000,000																																									
EACH OCCURRENCE LIMIT				\$	1,000,000																																									
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)				\$	100,000																																									
MEDICAL EXPENSE LIMIT (Any one person)				\$	5,000																																									
<b>RETROACTIVE DATE</b> (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)																																														
NONE																																														
<b>BUSINESS DESCRIPTION</b>																																														
FORM OF BUSINESS: <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other																																														
<table border="1"> <thead> <tr> <th rowspan="2">Classifications and Locations of All Premises You Own, Rent or Occupy</th> <th rowspan="2">Codes</th> <th rowspan="2">Premium Basis</th> <th colspan="2">Rates</th> <th colspan="2">Advance Premiums</th> </tr> <tr> <th>Pr/CO</th> <th>All Other</th> <th>Pr/CO</th> <th>All Other</th> </tr> </thead> <tbody> <tr> <td>NE LOC# 01 11505 N 14TH ST RAYMOND, NE 68428-4350  LANDSCAPE GARDENING INCL PR/CO 97047P)</td> <td></td> <td></td> <td>54,550</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>INCL</td> <td>2.820</td> <td>INCL</td> <td>154</td> </tr> <tr> <td>\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>VOLUNTARY PROPERTY DAMAGE AND CARE CUSTODY CONTROL PROPERTY DAMAGE CONTINUED ON CG7004</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>72</td> </tr> </tbody> </table>								Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums		Pr/CO	All Other	Pr/CO	All Other	NE LOC# 01 11505 N 14TH ST RAYMOND, NE 68428-4350  LANDSCAPE GARDENING INCL PR/CO 97047P)			54,550							INCL	2.820	INCL	154	\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES							VOLUNTARY PROPERTY DAMAGE AND CARE CUSTODY CONTROL PROPERTY DAMAGE CONTINUED ON CG7004						72
Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums																																									
			Pr/CO	All Other	Pr/CO	All Other																																								
NE LOC# 01 11505 N 14TH ST RAYMOND, NE 68428-4350  LANDSCAPE GARDENING INCL PR/CO 97047P)			54,550																																											
			INCL	2.820	INCL	154																																								
\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES																																														
VOLUNTARY PROPERTY DAMAGE AND CARE CUSTODY CONTROL PROPERTY DAMAGE CONTINUED ON CG7004						72																																								
<table border="1"> <thead> <tr> <th>PREMIUM BASIS</th> <th>a) Area per 1000 sq ft</th> <th>c) Total Cost per \$1000</th> <th>g) Gallons per 1000</th> <th>m) Admissions per 1000</th> <th>p) Payroll per \$1000</th> <th>s) Gross Sales per \$1000</th> <th>t) Defined Above</th> <th>u) Units per unit</th> </tr> </thead> <tbody> <tr> <td>DEFINITIONS</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								PREMIUM BASIS	a) Area per 1000 sq ft	c) Total Cost per \$1000	g) Gallons per 1000	m) Admissions per 1000	p) Payroll per \$1000	s) Gross Sales per \$1000	t) Defined Above	u) Units per unit	DEFINITIONS																													
PREMIUM BASIS	a) Area per 1000 sq ft	c) Total Cost per \$1000	g) Gallons per 1000	m) Admissions per 1000	p) Payroll per \$1000	s) Gross Sales per \$1000	t) Defined Above	u) Units per unit																																						
DEFINITIONS																																														
Premium Charge Forms SEE UW7002				Premium Charge Forms Advance Premium																																										
Other Forms SEE UW7002																																														
Amend Reason AMEND CODING																																														
PREMIUM FOR THIS COVERAGE PART \$ 699																																														
Endorsement Adjustment Premium \$ 9 ADDL																																														
This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.				X (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)																																										

CG 70 01 02 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)**  
**ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I – COVERAGES**

**A. The following changes are made at COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Extended Property Damage**

At 2. Exclusions exclusion a. Expected or Intended Injury is replaced with the following:

"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.

**2. Expanded Fire Legal Liability**

At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

**3. Non-Owned Watercraft**

At 2. Exclusions exclusion g. Aircraft, Auto Or Watercraft (2) (a) is deleted and replaced by the following:

(a) Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At 2. Exclusions the following is added to paragraph (4) of exclusion j. Damage To Property :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. Damage To Property :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B. The following coverages are added:**

**1. COVERAGE D – VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this Voluntary Property Damage Coverage only:

LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA) – ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to Include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage – Borrowed Equipment
- \* Property Damage Liability – Elevators
- \* Coverage D – Voluntary Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate
- \* Coverage E – Care, Custody and Control Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate – \$500 Deductible
- \* Coverage F – Electronic Data Liability Coverage – \$50,000
- \* Coverage H – Water Damage Legal Liability – \$25,000
- \* For newly formed or acquired organizations – extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured – Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Automatic Additional Insured – Vendors
- \* Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured – Managers or Lessor of Premises
- \* Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured – Employee Injury to Another Employee
- \* Automatically Included – Aggregate Limits of Insurance (per location)
- \* Automatically Included – Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence – Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 9 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the Insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

2. COVERAGE E – CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this Care, Custody and Control Property Damage Coverage only:

- a. Item (4) of Exclusion j. does not apply.

The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

3. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this Electronic Data Liability Coverage only:

- a. Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This Insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property Damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property.

The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE

4. COVERAGE H – WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage W (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE

**C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended:**

The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for Voluntary Property Damage Coverage and/or Care, Custody or Control Property Damage Coverage and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II – WHO IS AN INSURED**

**A. The following change is made:**

**Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following:

- 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.

**B. The following provisions are added:**

**4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities;



This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily Injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an Insured.

However:

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

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

- (1) This 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 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) "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 Sub-paragraphs 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.

**7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (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.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**8. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

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

**9. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (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.

- b. With respect to the Insurance afforded to these additional Insureds, the following additional exclusion applies: 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, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 10. Additional Insured -- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II -- WHO IS A NAMED INSURED is amended to read:

- a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### SECTION III -- LIMITS OF INSURANCE

- A. The following items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B; and
- d. Damages under Coverage H.

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, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

- B. The following are added:

8. Subject to Paragraph 5. of SECTION III -- LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.

9. Aggregate Limits of Insurance (Per Location)

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.

"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.

10. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

11. With respects to the Insurance afforded to additional Insureds afforded coverage by Items 5 through 10 of SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional Insured is the amount of Insurance:

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

Whichever is less.

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

12. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D – Voluntary Property Damage Coverage.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

13. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under Coverage E-Care, Custody and Control Coverage regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.

15. Subject to 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for "property damage" under Coverage F – Electronic Data Liability Coverage for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

#### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named Insured unless an officer of the named Insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any Insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named Insured unless an officer of the named Insured has received such notice from the agent, servant or employee.

2. Where Broad Form Named Insured is added in SECTION II – WHO IS AN INSURED of this endorsement, Condition 4. Other Insurance b. Excess Insurance (1)(a) is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an Insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

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: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## SECTION V – DEFINITIONS

A. At Item 12. Mobile Equipment the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Auto

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies Insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

### SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: 60503262 ✓

SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

Schedule of Additional Insureds

Premium

DESIGNATED INSURED

CA2048 -~~NEBRASKA~~ \*

CITY OF LINCOLN  
LANCASTER COUNTY  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
555 S 10TH ST  
LINCOLN NE 68508

*Auto*

Auto

0105

UNITED FIRE & CASUALTY COMPANY  
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60503262

ACCOUNT NUMBER: 3000327476 (2) COMMERCIAL AUTO LICA (SB)

DIRECT BILL -

COMMERCIAL AUTO COVERAGE PART

ISSUE DATE	03-11-2019	NMC REPLACEMENT OF	0105	60503262	DECLARATIONS	RENEWAL	EXTENSION
ITEM NAMED	LEES LAWN MAINTENANCE				AGENCY & CODE	053439	
	INSURED HAUSER INC				BARNEY INSURANCE LINCOLN		
	AND C/O DARRIL HAUSER				PO BOX 5365		
ADDRESS	11505 N 14TH ST						
	RAYMOND			NE 68428-4350	LINCOLN NE	68505	

POLICY PERIOD: 12:01 A.M. Standard time FROM: 04-15-2019 TO: 04-15-2020  
And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

BUSINESS DESCRIPTION:  
FORM OF BUSINESS:  Individual  Joint Venture  Partnership  Corporation  Other

ITEM TWO SCHEDULE OF COVERAGE AND COVERED AUTOS  
This policy provides only those coverage where a charge is shown in the PREMIUM column below. Each of these coverages will apply only to those "autos" shown as COVERED AUTOS below.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT OF INSURANCE	PREMIUM
COVERED AUTO LIABILITY	07,08,09	\$1,000,000	4,725
MEDICAL PAYMENTS	07	SEE SUPPLEMENTAL DECLARATIONS	329
UNINSURED MOTORISTS-BI ONLY (INCLUDING UNDERINSURED MOTORISTS)	07	\$1,000,000	357
COMPREHENSIVE	07	SEE SUPPLEMENTAL DECLARATIONS	507
COLLISION	07	SEE SUPPLEMENTAL DECLARATIONS	1,303
MISC. SCHEDULED COVERAGES		SEE SUPPLEMENTAL DECLARATIONS	251

Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
	SEE UW7002		
Other Forms	SEE UW7002		

AMEND REASON:  
PREMIUM FOR THIS COVERAGE PART \$ 7,472  
Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period. X (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)



*Workers Comp*



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

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

✓  
Policy Number: 91 WEC AB3KR5

Effective Date: 04/15/19

Named Insured and Address:

Hauser Inc  
11505 N 14TH ST  
RAYMOND NE 68428

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE ✓

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_

Authorized Representative