

## GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and **MALCOLM YOUTH SPORTS ASSOCIATION**, a nonprofit corporation, hereinafter referred to as "**Grantee**". Individually, the Sponsor and the Grantee may be referred to as a "Party," and collectively they may be referred to as "Parties."

### WITNESSETH:

**WHEREAS**, the Grantee is a nonprofit corporation organized for the purpose of funding, operating, improving and maintaining a visitor attraction which is owned by the public and located in Lancaster County; and

**WHEREAS**, the Grantee has entered into an agreement with the Village of Malcolm (Malcolm) wherein the Grantee will fund, operate, improve and maintain a visitor attraction owned by Malcolm. A copy of the agreement between the Grantee and Malcolm is included with this Grant Contract as Attachment "A"; and

**WHEREAS**, the Sponsor desires to expend County Visitors Improvement Grant funds to support the Grantee's project involving the Malcolm visitor attraction.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

**1. Purpose:** The purpose of this Grant Contract is to provide funding for the Grantee's Project, as described in Attachment "B", attached hereto and hereby incorporated by this reference. Specifically, Sponsor will provide funding for the construction of perimeter fencing as described in Attachment "B".

**2. Scope of Services:** The Grantee agrees to complete the Project. Grantee agrees that it shall expend the funds granted hereunder only for the Project.

**4. Grant:** In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in the amount of \$100,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds").

**5. Term:** The term of this Grant Contract shall be from October 1, 2019 through November 30, 2019.

The Sponsor may extend the term of the Grant upon good cause shown by the Grantee. Any extension of the Grant term must be in writing and signed by both Parties. Any Grant amount that remains unencumbered by the end of the Grant term,

or any reasonable extension thereof, shall be retained by Sponsor and placed in the Lancaster County Visitor Improvement Fund.

**6. Project Budget:** A Project Budget shall be prepared and maintained by Grantee. Grantee shall carry out the Project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The Project Budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved in writing by the Sponsor.

**7. Payment of Grant:** Payment of \$100,000.00 will only be made to the Grantee upon completion of the project and only after the Grantee assures the Sponsor in writing that the project has been completed in accordance with the Grant Contract; and completed in a timely manner. Grantee shall submit a claim for Grant Funds to the Sponsor and (a) a detailed listing of all expenditures and a professional external audit of Grantee that covers the period of the expenditures; or (b) a detailed listing of all expenditures and copies of all receipts, cancelled checks, contracts and/or other documents that substantiate those expenditures.

**PROVIDED:** The Grantee understands and agrees that the Lancaster County Visitors Improvement Fund ("Improvement Fund") is the sole source of payment of Grantee's claim(s) for Grant Funds pursuant to this Grant Contract. Grantee's claim(s) shall not be paid from the Lancaster County General Fund, or from any other Lancaster County Fund. If for any reason the amount of funds in the Improvement Fund shall be insufficient to meet all obligations of the Improvement Fund, then the Sponsor, in its sole and absolute discretion, will determine the amount of Grant Funds, if any, that can be paid to the Grantee based on the amount of the funds available in the Improvement Fund, until sufficient funds in the Improvement Fund become available to pay Grantee's claim(s) for Grant Funds in full, and the Parties agree that no interest on the amount of such claim(s) shall be due or owing from Sponsor to Grantee as a result of any such delay in Sponsor's payment of Grantee's claim(s), whether such claim(s) be considered liquidated or unliquidated. Grantee agrees that Grantee has no reasonable expectation of payment of any kind from any other source except the Improvement Fund.

**8. Audit and Inspection:** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect and audit all the books, records, accounts, work product, materials, payroll, records of personnel, invoices of materials, and other relevant data of the Grantee pertaining to the Grant Contract and the Project.

**9. Not Discriminate:** In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

**10. Sponsor Not Obligated to Third Parties:** This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

**11. Prohibited Interests:** Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

**12. Nonperformance:** In the event the Grantee fails to complete the Project or fails to meet any of the requirements outlined in this Grant Contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to complete, and Grantee shall not receive payment of Grant Funds.

**13. Severability:** If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

**14. Independent Contractor:** It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

**15. Hold Harmless:** The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Grant Contract that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives,

either directly or indirectly employed by them. This Section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

**16. Insurance Requirements:** The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Grant Contract. No work on the Project or pursuant to this Grant Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Grant Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the Sponsor being secondary or excess.**

a) **Workers' Compensation.** The Grantee shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Grantee shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Grant Contract.

b) **Commercial General Liability.** The Grantee shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. The Grantee shall provide an additional insured endorsement acceptable to the Sponsor, which approval shall not be unreasonably withheld.

c) **Additional Insured** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

d) **Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable.

During the term of the Grant Contract and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Grant Contract shall be construed to waive the Sovereign Immunity of the Sponsor.

**17. Employee Verification:** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Section.

**18. Forbearance Not Waiver:** Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

**19. Venue:** If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

**20. Integration:** The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties regarding the subject matter of this Grant

Contract, whether verbal or written.

EXECUTED by Grantee this 23 day of October, 2019.

MALCOLM YOUTH SPORTS  
ASSOCIATION, a Nonprofit Corporation,  
Grantee.

Candace Meredith  
Witness

BY: Matt Thieman  
Matt Thieman, President



EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM THIS  
\_\_\_\_ day of \_\_\_\_\_, 2019.

LANCASTER COUNTY, NEBRASKA  
a Political Subdivision, Sponsor

BY: \_\_\_\_\_  
for Patrick Condon  
Lancaster County Attorney

BY: \_\_\_\_\_  
Roma Amundson, Chair  
Lancaster County Board of Commissioners

**CONTRIBUTION TO PURCHASE PRICE AGREEMENT**

This Contribution Agreement ("Agreement") is made and entered into this 6<sup>th</sup> day of February, 2019, by and between the Malcolm Youth Sports Association ("MYSA") and the Village of Malcolm, Nebraska, ("Malcolm"), each a "party" and collectively the "parties."

**RECITALS**

WHEREAS Malcolm owns certain real property on which the Malcolm Ball Field is located;

WHEREAS the Malcolm Ball Field is currently operated and maintained by MYSA;

WHEREAS the parties both desire to construct and operate additional field(s) to the south of the current facilities;

WHEREAS Malcolm is willing to purchase certain additional real property on which the new ballfield(s) may be located; and

WHEREAS MYSA is willing to construct, operate, and maintain the new ballfield(s);

THEREFORE BE IT RESOLVED, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**TERMS**

1. Malcolm shall enter into a purchase agreement with Melvin and Cheryl Lindner, or their agents or assigns, to purchase approximately 5.68 acres south of the existing ballfield, as more particularly described and depicted in the attached Exhibit A ("Property").
2. The purchase price for the Property shall be \$42,600.00, with adjustments for debits and credits for closing expenses as reasonably agreed upon between Malcolm and Melvin and Cheryl Lindner ("Purchase Price").
3. Prior to closing on the Property and upon request by Malcolm, MYSA shall pay to Malcolm the Purchase Price for the Property, as shown on the Buyer Closing Statement to be provided by the closing agent.
4. It is understood that Malcolm shall own the Property, but MYSA shall bear the responsibility of constructing new ballfield(s) and operating and maintaining the same. MYSA shall maintain the Property until such ballfields are constructed. The parties shall execute a separate agreement setting forth the responsibilities of each with respect to maintaining the Property. Nothing in this Agreement shall prevent Malcolm from declining to enter into or renew the maintenance and/or operations agreement at its sole discretion.
5. MYSA shall hold harmless and indemnify Malcolm against any liens, claims, expenses, encumbrances, or damages associated with Malcolm purchasing the property and/or MYSA maintaining and operating the same. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture, or joint undertaking between the parties.
6. This Agreement may be executed in counterparts.

**SIGNATURE PAGE**

The parties have reviewed the terms of this Agreement and hereby agree to be bound as set forth herein.

MYSA

  
Signature

President - MUSA  
Title

2/12/2019  
Date

MALCOLM

  
Signature

Board Chairman  
Title

February 6, 2019  
Date

ATTEST

Nadine Link  
Nadine Link, Village Clerk



**ESTIMATE**

DATE 10/4/2019

BID # 10419



6500 N 56th St  
Lincoln NE 68504  
402-310-0201

[chris@outbackfence.com](mailto:chris@outbackfence.com)

| SALESPERSON | TERMS    | JOB  |              | BID DATE          |
|-------------|----------|--|--------------|-------------------|
| CHRIS       |          | Malcolm Field of Dreams                      |              | 10-4              |
| ITEM #      | QUANTITY | DESCRIPTION                                  | UNIT PRICE   | AMOUNT            |
|             |          | North Field                                  |              |                   |
| 1           | 600      | 6' Black Chain Link (Baselines and Outfield) | 39           | 23,400.00         |
| 2           | 102      | Dugouts 10' Fronts and Sides                 | 47           | 4,794.00          |
| 3           | 80       | Dugouts 8' Backs                             | 37           | 2,960.00          |
| 4           | 150      | Netting Backstops 30' Overall Height         | 126          | 18,900.00         |
| 5           | 25       | 2' Tall Chain Link on Back of Backstop       | 12           | 300.00            |
|             |          | South Field                                  |              |                   |
| 1           | 750      | 6' Black Chain Link (Baselines and Outfield) | 39           | 29,250.00         |
| 2           | 102      | Dugouts 10' Fronts and Sides                 | 47           | 4,794.00          |
| 3           | 80       | Dugouts 8' Backs                             | 37           | 2,960.00          |
| 4           | 150      | Netting Backstops 30' Overall Height         | 126          | 18,900.00         |
| 5           | 25       | 2' Tall Chain Link on Back of Backstop       | 12           | 300.00            |
|             |          |  | <b>TOTAL</b> | <b>106,558.00</b> |

If not listed above, it is not included.

## Project Specific Notes:

- 1) Job to be completed in \_\_\_4\_\_\_ mobilizations. Each additional mobilizations will be charged at \$500.00 each
- 2) All Materials will be commercial grade. All pipe will be 40wt and will be powder coated black.
- 3) Each Field has a 2 - 12' Double Swing Gate Included in the Price.
- 4) All Baselines and Outfield Fences will have 8' o.c. Line post spacing and will have top and bottom rail. Price also includes the UV Protected Top Cap.
- 5) Fence Fabric will be 9ga galvanized core with a Fuse Bonded 6 ga Black Finish
- 6) 2' Tall Fence will have 2' post spacing.

## Standard Notes &amp; Exclusions: Unless otherwise noted:

- 1) Extra work will be in a written change order. Work will not be performed until a written agreement has been made and signed.
- 2) No surveying and/or staking included. Fence line to be staked by others.
- 3) No removals, grading, grubbing, and/or demolition are included.
- 4) Accounts not paid within 30 days will be charged (18%) per annum.
- 5) Outback will not be subject to liquidated damages or back charges as a result of delays.
- 6) Block-outs in concrete or core drilling for fence not included.
- 7) Fence Line to be staked clear of utilities.

If you have any questions concerning this quotation, contact Chris Gentile, 402-310-0201, [outbackfence@gmail.com](mailto:outbackfence@gmail.com)







**ADDITIONAL REMARKS SCHEDULE**

|  |           |  |  |
|--|-----------|--|--|
| AGENCY<br>FEDERATED MUTUAL INSURANCE COMPANY |           | NAMED INSURED<br>OUTBACK FENCE & STAIN LLC<br>6500 N 56TH ST<br>LINCOLN, NE 68504-1768 |  |
| POLICY NUMBER<br>SEE CERTIFICATE # 42.2      |           |  |  |
| CARRIER<br>SEE CERTIFICATE # 42.2            | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 42.2   |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: COUNTY OF LANCASTER  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.  
 INSURANCE PROVIDED BY THE BUSINESSOWNERS LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.  
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.

## FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS LIABILITY COVERAGE FORM

- A. Paragraph C. Who Is An Insured is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
  2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
  3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
  4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- B. The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.
- In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.
- D. Additional Exclusions
- The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
  2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
  3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

It is agreed that the insurance provided by any additional insured endorsement is primary. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

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

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

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

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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

This endorsement, effective on 03-01-2019 at 12:01 A.M. standard time, forms a part of

Policy No. 0792771

Issued to OUTBACK FENCE & STAIN LLC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 8

  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

**Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.**

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