

**3rd ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS Third ADDENDUM is to that Contract for Services entered into on July 01, 2019 and as amended on July 01, 2021 and an Assignment of Contract May 23, 2022, and Second Addendum on July 11, 2024 by and between the County of Siskiyou (“County”) and Elevator Technology Inc. (“Contractor”) and is entered into on the date signed by all parties to it.

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional duties.

WHEREAS, the Workers’ compensation Insurance in Contract section 5.04 shall be amended to establish a minimum limit of coverage.

WHEREAS, the Liability minimum coverage has increased in the Contract in Section 5.05.

WHEREAS, the General Liability minimum coverage has increased in the contract in section 5.06.

WHEREAS, the Professional Liability minimum coverage has increased in the Contract in section 5.10.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3.01 of the Contract, Specific Services, shall be amended to repeal and replace the existing Exhibit “A” with the new updated Exhibit “A” attached hereto.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Eighteen Thousand, Five Hundred and Eleven Dollars and no cents. (\$18,511.00) to increase the compensation payable under the Contract to an amount not to exceed Seventy Two Thousand, Two Hundred and Eight Dollars and no cents. (\$72,208.00).

Paragraph 5.04 shall be amended to establish a minimum limit of \$1,000,000.00 for Workers' Compensation Insurance.

Paragraph 5.05 shall be amended to increase the required limit for Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.06 shall be amended to increase the required limit for General Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.10 shall be amended to increase the required limit for Professional Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

# In Process

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, County and Contractor have executed this Third Addendum to the Contract for Services on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
NANCY OGREN, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR: Elevator Technology, Inc.

Date: \_\_\_\_\_

Signed by:  
*Peggy Bates, President*  
\_\_\_\_\_  
Peggy Bates, President

Date: \_\_\_\_\_

Signed by:  
*[Signature]*  
\_\_\_\_\_  
Paul Taormina, General Manager

License No.: 797172  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 68-0474146

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)  
1001 107010 718000

If not to exceed, include amount not to exceed \$72,208.00  
FY 19/20 \$4600.00 FY 24/25 \$5408.00 E2500449  
FY 20/21 \$4600.00 FY 25/26 was \$5,615.00 increase to \$12,000.00 E260058  
FY 21/22 \$5200.00 FY 26/27 \$10,000.00  
FY 22/23 \$5200.00 FY 27/28 \$10,000.00  
FY 23/24 \$5200.00 FY 28/29 \$10,000.00

## Exhibit A

Quarterly elevator inspection and additional maintenance as needed.

Services will be provided at the following locations:

- 1312 Fairlane Road, Yreka CA – Siskiyou County Administration Center
- 311 4<sup>th</sup> Street, Yreka CA – Siskiyou County Government Center
- 315 S Oregon Street, Yreka CA – Siskiyou County Jail
- 910 S Main Street, Yreka CA - Siskiyou County Museum

# In Process



POLICY NUMBER: GLP 1961932 03 00

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**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
<p>ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:</p> <p>1. WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY", OR</p> <p>2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".</p>	<p>ANY LOCATION WITHIN THE "COVERAGE TERRITORY".</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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.

# In Process

- 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;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

In Process

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:</p> <p>1. WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY", OR</p> <p>2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".</p>	<p>ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED OPERATIONS.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**In Process**

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

**ELEVATOR CONTRACTOR PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Property Damage Elevators	Included	3
Property Damage Liability - Borrowed Equipment	Included	3
Damage to Premises Rented to You	\$300,000	3
Medical Payments Extension	\$10,000	4
Supplementary Payments - Bail Bonds	\$1,000	5
Supplementary Payments - Loss of Earnings	\$500	5
Broadened Named Insured	Included	5
Newly Formed or Acquired Organization	Included	5
Additional Insureds When Required by Written Contract, Written Agreement or Permit	Included	6
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Limits of Insurance	Included	11
Knowledge of Occurrence, Claim or Suit	Included	11
Unintentional Failure to Disclose Hazards	Included	11
Notice of Occurrence	Included	11
Amended Bodily Injury Definition	Included	12
Broadened Mobile Equipment	Included	12

Coverage	Limit of Insurance	Page
Personal and Advertising Injury Definition Amendment of Discrimination and Humiliation	Included	12
Incidental Malpractice Liability	Included	12
Waiver of Transfer of Rights of Recovery Against Others to Us	Included	13
Amended Insured Contract Definition	Included	13
Notice of Cancellation to Certificate Holder(s)	Included	14

**A. Non-Owned Aircraft**

Under paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. Non-Owned Watercraft**

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (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;

However, the insurance afforded by this provision does not apply to watercraft 27 to 51 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

2. The following is added to **SECTION II - WHO IS AN INSURED:**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

**C. Property Damage - Elevators**

1. Under Paragraph **2. Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs **(3)**, and **(4)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. Property Damage Liability - Borrowed Equipment**

1. Under Paragraph **2. Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph **(3)**, and **(4)** of exclusion **j. Damage To Property** do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**E. Damage To Premises Rented To You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**:
3. The last paragraph of Paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, or "explosion" 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.**

2. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with 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 caused by fire, lightning, or "explosion" while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion" proximately caused by the same event, whether such damage results from fire, lightning, or "explosion" or any combination of the three, shall be the greater of:

a. \$300,000; or

b. the amount shown in **DAMAGE TO PREMISES RENTED TO YOU-INCREASED LIMIT, CG8449**, if attached to the Policy.

3. Under **SECTION IV - Commercial General Liability Conditions**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, item (ii) where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, or "explosion.""

4. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced with 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, or "explosion", to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

5. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

**"Explosion"** means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

Explosion does not include any of the following:

(a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

(b) rupture or bursting of water pipes;

(c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

(d) rupture or bursting caused by centrifugal force.

#### F. Medical Payments Extension

If **Coverage C - Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under paragraph 1.a. **Insuring Agreement** of **SECTION I - Coverage C - Medical Payments**, paragraph 1.a.(b) is amended as follows:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

The Medical Expense Limit in paragraph 7. of **SECTION III-LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$10,000; or
- b. the amount shown in the Declarations for Medical Expense Limit.

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

#### G. Supplementary Payments

- 1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
  - b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.c. is replaced with:
  - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 3. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

#### H. Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item 2.e. is added:

- e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

#### I. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- 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. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**J. Blanket Additional Insureds When Required by Written Contract, Written Agreement or Permit**

The following is added to **SECTION II - WHO IS AN INSURED:**

**4. Additional Insureds When Required by Written Contract, Written Agreement or Permit**

- a. The persons or organizations described in paragraphs **b.** through **g.** below are also insureds (and may also be referred to below as additional insureds), but only if:

(1) either:

- (a) you have agreed, in a written contract or oral agreement, to have such person or organization added as an additional insured under this Policy; or
- (b) a permit issued to you by a state or political subdivision requires such person or organization to be added as an additional insured under this Policy;

and

- (2) the "bodily injury," "property damage," or offense causing "personal and advertising injury" occurs subsequent to execution of the contract or agreement, or issuance of the permit.

No person or organization is an additional insured under paragraphs **b.** through **g.** if such person or organization is an insured by virtue of an endorsement issued by us and attached to this Policy.

**b. Vendors**

- (1) Subject to **a.**, above, any person or organization that distributes or sells "your product" in the regular course of that person's or organization's business (referred to below as vendor) as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, and only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such vendor only applies to the extent permitted by law; and
  - (b) 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.
- (2) No vendor is an insured with respect to any:
- (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) express warranty unauthorized by you;
  - (c) physical or chemical change in the product made intentionally by the vendor;
  - (d) repackaging, except when "your product" is 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) 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 product;
  - (f) demonstration, installation, servicing or repair of "your product," except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) product which, after distribution or sale by you. Has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "bodily injury" or "property damage" arising out of the sole negligence of:
    - (i) the vendor for its own acts or omissions; or
    - (ii) the vendor's employees or anyone else acting on its behalf.
- However, paragraph (h) does not apply to:
- (i) the exceptions contained in subparagraphs (d) or (f); or
  - (ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (3) The coverage afforded for vendors under paragraph b. does not apply to any person or organization from whom you have acquired either such products, or any ingredient, part or container, entering into, accompanying or containing such products.

In Process

**c. Lessors of Equipment**

- (1) Subject to **a.**, above, any person or organization from whom you lease equipment is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment you lease from that person or organization. However:
  - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (b) 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.
- (2) No such person or organization is an additional insured as respects any:
  - (a) "occurrence" which takes place before the equipment lease begins or after the equipment lease expires, or
  - (b) "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such person(s) or organization(s).

**d. Lessors of Land or Premises**

- (1) Subject to **a.**, above, any person or organization from whom you lease land or premises is an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.  
However:
  - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (b) 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.
- (2) No such person or organization is an additional insured as respects any:
  - (a) "occurrence" that takes place before you lease that land or premises; or
  - (b) "occurrence" that takes place after your lease ends; or
  - (c) structural alteration, new construction or demolition operation performed by or on behalf of such person(s) or organization(s).

**e. Architects, Engineers or Surveyors**

- (1) Subject to **a.**, above, any person or organization you engage as an architect, engineer, or surveyor is an additional insured, 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 your premises or in the performance of your ongoing operations:

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (b) 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.
- (2) No such person or organization is an "additional insured" with respect to any:
- (a) "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
    - (i) the preparing, approving, or failing to prepare or approve, any map, shop drawing, opinion, report, survey, field order, change order, drawing, specification; or
    - (ii) any supervisory, inspection, architectural or engineering activity.

**f. Permits Or Authorizations Relating To Premises Issued By State Or Governmental Agency Or Subdivision Or Political Subdivision**

- (1)** Subject to **a.**, above, any federal, state, or local government or governmental agency or subdivision or political subdivision that issues you a permit.
- (2)** No such government or agency is an additional insured with respect to any:
- (a) "bodily injury," "property damage" or "personal or advertising injury" arising out of operations performed for that government or agency; or
  - (b) "bodily injury," "property damage" or "personal or advertising injury" including within the products-completed operations hazard."

**g. Any Other Party**

- (1)** Subject to **a.**, above, any person or organization described neither:
- (a) as an insured in **SECTION II - WHO IS AN INSURED, 1. through 3.**, nor
  - (b) as an additional insured in **b. through f.** above,
- is an additional insured, 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:
- (i) in the performance of your ongoing operations;
  - (ii) in connection with premises owned by or rented to you; or
  - (iii) in connection with "your work" and included within the "products-completed operations hazard," but only if:

- i. the written contract or agreement requires you to provide such coverage to such additional insured; and
- ii. this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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."
- (c) with respect to the insurance afforded these additional insured(s), this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional architectural, engineering or surveying services, including:
  - (i) the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (ii) supervisory, inspection, architectural or engineering activities.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **K. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance**:

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

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

**L. Additional Insureds - Limits of Insurance**

The following is added to **SECTION III - LIMITS OF INSURANCE**:

**Additional Insureds - Limits of Insurance**

The most we will pay on behalf of any additional insured described in **J.**, above is the amount of insurance:

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

whichever is less.

Such amounts shall not increase the applicable Limits of Insurance shown in the Declarations.

**M. Knowledge of Occurrence, Claim or Suit**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any "occurrence"; claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership; or
- c. an executive officer or insurance manager, if you are a corporation;
- d. a manager, if you are a limited liability company;
- e. a trustee, if you are a trust;
- f. an elected or appointed official, if you are a political subdivision or public entity.

In Process

**N. Unintentional Failure to Disclose Hazards**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

**O. Notice of Occurrence**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, a.:**

Failure of the insured to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us as soon as practicable once you become aware of such an error.

**P. Amended Bodily Injury Definition**

Under **SECTION V - DEFINITIONS**, Definition **3. Bodily Injury** is replaced by the following:

3. **"Bodily injury"** means bodily injury, sickness, or disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

**Q. Broadened Mobile Equipment**

1. Under **SECTION V - DEFINITIONS**, Definition **12. Mobile Equipment**, the following is added under **12.f.(1)**:

Provided that the vehicles have a Gross Vehicle Weight of 1,000 pounds or greater.

2. The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

**R. Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation**

Under **SECTION V - DEFINITIONS**, Definition **14. Personal and Advertising Injury**, item **14.h.** is added:

- h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
  - (1) not done intentionally by or at the direction of;
    - (a) an insured; or
    - (b) any "executive officer" director, stockholder, partner or member of the Insured; and
  - (2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

**S. Incidental Malpractice Liability**

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to physicians, dentists, nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. Under **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

**"Incidental medical malpractice"** means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

- T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition **8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

- c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and
- d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

U. **Amended Insured Contract Definition**

1. Under **SECTION V - DEFINITIONS, 9. "Insured Contract"**, c. is replaced by the following:

- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

2. Under **SECTION V - DEFINITIONS, 9. "Insured Contract"**, f. is replaced by the following:

- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement:

- (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

However, Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) under which the Insured, if an architect, engineer or survey or, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

V. The following Conditions are added to the **COMMON POLICY CONDITIONS**:

1. In the event of a cancellation, we will give written notice of such cancellation to certificate holder(s) at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or 30 days before the effective date of cancellation if we cancel for any other reason. The notice to the certificate holder(s) will state the effective date of the cancellation. However, such notice of cancellation is solely for the purpose of informing the certificate holder(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.
2. This endorsement does not entitle the certificate holder(s) to any benefit, rights or protection under this policy.
3. Notices will be sent to the certificate holder(s) according to the information on file with the agent of record or with us. If the information provided for said certificate holder(s) is not accurate we assume no responsibility for the failure to notify. We will assume that all information pertaining to the certificate holder(s), including the mailing or email address, is accurate and correct as provided to the agent of record or to us.
4. Failure to give notice in accordance with the terms of this Condition does not:
  - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
  - b. Render such cancellation ineffective;
  - c. Grant, alter, or extend any rights or obligations under this policy; or
  - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.
  - e. Impose any obligations or liability of any kind upon us, our agents or representatives.

In Process

POLICY NUMBER: 1337697009

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

<b>Named Insured:</b> ELEVATOR TECHNOLOGY INC.
<b>Endorsement Effective Date:</b> 10/1/2025

### SCHEDULE

<b>A. Broadened Insured Status</b>	<b>N. Audio, Visual, and Data Electronic Equipment</b>
<b>B. Blanket Additional Insured When Required Under Written Contract</b>	<b>O. Loan/Lease Payoff Coverage</b>
<b>C. Employee Hired Autos Liability Coverage</b>	<b>P. Airbag Coverage</b>
<b>D. Employees as Insureds</b>	<b>Q. Multiple Deductible Protection – Covered Auto and Trailer</b>
<b>E. Coverage Extensions – Supplementary Payments</b>	<b>R. Duties in the Event of an Accident, Claim, Suit, or Loss</b>
<b>F. Limited Fellow Employee Coverage</b>	<b>S. Non-Owned Auto Waiver of Subrogation</b>
<b>G. Limited Hired Auto – Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)</b>	<b>T. Blanket Waiver of Subrogation When Required Under Written Contract</b>
<b>H. Custom Signs and Decoration</b>	<b>U. Coverage Territory – Short Term Hired Commercial Autos</b>
<b>I. Extended Towing Coverage</b>	<b>V. Limited Mexico Coverage</b>
<b>J. Glass Breakage</b>	<b>W. Unintentional Failure to Disclose Hazards</b>
<b>K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles</b>	<b>X. Mental Anguish Resulting From Bodily Injury</b>
<b>L. Extra Expense – Stolen Vehicles</b>	<b>Y. Waiver of Sovereign Immunity</b>
<b>M. Personal Effects Coverage</b>	<b>Z. Application of This Endorsement</b>

## A. Broadened Insured Status

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision, **A.1.**, does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision, **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
- c. Does not include any newly acquired or formed organization that is:
  - (1) A joint venture or partnership; or
  - (2) An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## B. Blanket Additional Insured When Required Under Written Contract

1. Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

- a. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This additional insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss".

Paragraph **B.1.a.(2)** above does not apply if:

- (a) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

2. Paragraph **B.5.a.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

### Other Insurance

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **B.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.

**C. Employee Hired Autos Liability Coverage**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**D. Employees as Insureds**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

**E. Coverage Extensions – Supplementary Payments**

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** under **Section II – Covered Autos Liability Coverage** are deleted and replaced by the following:

**Coverage**

**2. Coverage Extensions**

**a. Supplementary Payments**

We will pay for the "insured":

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**F. Limited Fellow Employee Coverage**

Paragraph **B.5.** under **Section II – Covered Autos Liability Coverage** is amended by the addition of the following:

**Exclusions**

**5. Fellow Employee**

However, this exclusion does not apply if:

- c. The "bodily injury" results from the use of a covered "auto" you own or hire; and
- d. You have Workers' Compensation insurance in force covering all of your "employees".

Such coverage as is afforded by provisions **F.5.c.** and **F.5.d.** above are excess over any other collectible insurance.

**G. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

Paragraph **A.1.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

**Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

**d. Limited Hired Auto – Physical Damage – Private Passenger**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under **Section III – Physical Damage Coverage** of this Coverage Part are extended to "autos" of the private passenger type you or your "employee" hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is the lesser of \$35,000 or the actual cash value or cost to repair or replace;
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less;
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance; and
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired "auto", provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule of any other endorsement, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### H. Custom Signs and Decoration

The following is added to Paragraph A.1. under **Section III – Physical Damage Coverage**:

In the event of a total loss to an "auto" insured for Physical Damage Coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### I. Extended Towing Coverage

1. If the named insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, I., applies to that covered "auto".

If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension, I., to apply.

2. Paragraph A.2. under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

##### **Towing**

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

#### J. Glass Breakage

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

Paragraph A.3. Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for this coverage.

#### K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles

1. If the Covered "Auto" has Comprehensive or Specified Causes Of Loss Physical Damage Coverage:

Paragraph A.4.a. under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

##### **Coverage Extensions**

**a. Transportation Expenses**

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration:

- (1) When the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto"; or
- (2) When the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto".

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

**2. If the Covered "Auto" has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

**L. Extra Expense – Stolen Vehicles**

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

**M. Personal Effects Coverage**

Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended to include the following coverage:

**1. Personal Effects Coverage**

- a. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto".
- b. Subject to Paragraph **C. Limit Of Insurance** under **Section III – Physical Damage Coverage**, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this coverage, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

**N. Audio, Visual, and Data Electronic Equipment**

The sub-limit in Paragraph **C.1.b.** of the Limit of Insurance Provision of **Section III – Physical Damage Coverage** is increased to \$1,500.

**O. Loan/Lease Payoff Coverage**

Paragraph **C. Limit of Insurance** of **Section III – Physical Damage Coverage** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

**P. Airbag Coverage**

1. If the Named Insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **P.**, applies to that covered "auto".
2. Paragraph **B.3.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

**Q. Multiple Deductible Protection – Covered Auto and Trailer**

1. If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension, **Q.**, applies to those covered "autos".
2. Paragraph **D. Deductible** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Whenever a covered "auto" and "trailer" are each damaged in the same "loss" while operating as a combined truck and "trailer" unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

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

- a. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
- b. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**R. Duties in the Event of an Accident, Claim, Suit, or Loss**

1. Paragraph **A.2.a.** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:
  - a. You, if your are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture;
  - d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
  - e. A member, if you are a limited liability company.
2. Paragraph **A.2.b.(2)** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if your are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture;

- d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
- e. A member, if you are a limited liability company.

**S. Non-Owned Auto Waiver of Subrogation**

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

**Loss Conditions**

**5. Transfer Of Rights Of Recovery Against Others To Us**

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

**T. Blanket Waiver of Subrogation When Required Under Written Contract**

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

**Loss Conditions**

**5. Transfer Of Rights Of Recovery Against Others To Us**

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "accident" or "loss"; or
- c. Executed after the "accident" or "loss" if:
  - (1) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - (2) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

**U. Coverage Territory – Short Term Hired Commercial "Autos"**

Paragraph **B.7.b.(5)** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

**General Conditions**

**7. Policy Period, Coverage Territory**

- b. Within the Coverage territory

The coverage territory is:

- (5) Anywhere in the world if a covered "auto" of the private passenger type, commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**V. Limited Mexico Coverage**

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

1. Paragraph **B.7.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

**Policy Period, Coverage Territory**

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. For purposes of this Provision, **V.**, Paragraph **B.5.** under **Section IV – Business Auto Conditions** is deleted and replaced by the following;

**Other Insurance**

The insurance provided by this Provision, **V.**, will be excess over any other collectible insurance.

3. Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

4. **Additional Exclusions**

The following exclusions are added:

This insurance does not apply:

- a. If the covered "auto" is not principally garaged and principally used in the United States.
- b. To any "insured" who is not a resident of the United States.

**W. Unintentional Failure to Disclose Hazards**

Paragraph **B. General Conditions** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing on the effective date of this 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 due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

**X. Mental Anguish Resulting From Bodily Injury**

The definition of "bodily injury" under **Section V – Definitions** is deleted and replaced by the following:

"Bodily Injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, "mental anguish" shall mean any type of mental or emotional illness or distress.

**Y. Waiver of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

1. We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

#### **Z. Application of This Endorsement**

The enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

# In Process

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

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
<p><b>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.</b></p>	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **10/01/2025** Policy No. **WIL 505750705** Endorsement No.

Insured **ELEVATOR TECHNOLOGY, INC** Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By \_\_\_\_\_

**2<sup>nd</sup> ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS Second ADDENDUM is to that Contract for Services entered into on July 01, 2019 and as amended on July 01, 2021 and an Assignment of Contract May 23, 2022 by and between the County of Siskiyou (“County”) and Elevator Technology Inc. (“Contractor”) and is entered into on the date signed by all parties to it.

WHEREAS, the Contract expired on June 30, 2024 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2029.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Twenty Eight Thousand, Eight Hundred and Ninety Seven Dollars and no cents. (\$28,897.00) to increase the compensation payable under the Contract to an amount not to exceed Fifty Three Thousand, Six Hundred and Ninety Seven Dollars and no cents. (\$53,697.00).

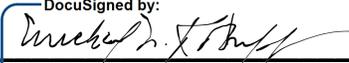
All other terms and conditions of the Contract for Services shall remain in full force and effect.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: 7/11/2024

DocuSigned by:  
  
MICHAEL N. KOBSEFF, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: Wendy Wittingham  
Deputy  
DocuSigned by:  
53AD1A5444...

CONTRACTOR: Elevator Technology, Inc.

Date: 7/8/2024

DocuSigned by:  
  
Peggy Bates, President  
DocuSigned by:  
  
Paul Taormina, General Manager  
2EEF9774781A45C...

Date: 7/8/2024

License No.: 797172  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 68-0474146

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)  
1001 107010 718000

If not to exceed, include amount not to exceed \$53,697.00

FY 19/20 \$4600.00	FY 24/25 \$5408.00	E2500449
FY 20/21 \$4600.00	FY 25/26 \$5615.00	
FY 21/22 \$5200.00	FY 26/27 \$5783.00	
FY 22/23 \$5200.00	FY 27/28 \$5956.00	
FY 23/24 \$5200.00	FY 28/29 \$6135.00	

## ASSIGNMENT OF CONTRACT

This Assignment is entered into on the date that the County of Siskiyou consents to it and on the date signed by all parties to it, by and between Siskiyou Elevator Co. "Assignor" and Elevator Technology Inc. "Assignee", together, the "Parties"

**WHEREAS**, Assignor "Siskiyou Elevator Co." and the Siskiyou County Public Works "County" entered into a contract for services on July 01, 2019 the "Contract"; and

**WHEREAS**, On May 23, 2022 Assignor was acquired by Assignee "Elevator Technology Inc." and is now a wholly-owned subsidiary of Assignee.

**WHEREAS**, On May 23, 2022, Assignor assigned all customer contracts including this Contract, to Assignee in anticipation of a future dissolution of merger of the Assignor corporate entity: and

**WHEREAS**, it is desirable to have payment under the Contract made directly to Assignee; and

**WHEREAS**, Assignor therefore seeks to assign all rights, duties and obligations under the Contract to Assignee, including the obligation to provide services to County and its rights to all monies remaining to be paid under the Contract; and

**WHEREAS**, assignments of any and all rights, duties or obligations of Assignor under the Contract is only permitted with the express written consent of the Siskiyou County General Services; and

**WHEREAS**, the express written consent of the Siskiyou County General Service is provided hereunder.

**NOW, THEREFORE**, the parties hereto do hereby agree as follows:

- 1.) For value received, Siskiyou Elevator Co. "Assignor" hereby assigns and otherwise transfers "assigns" to Elevator Technology Inc. "Assignee", effective May 23, 2022, all rights, duties and obligations, title and interest held by Assignor in and to the Contract described as follows:
  - a.) Contract dated July 01, 2019, between Siskiyou Elevator Co. and Siskiyou County General Services and concerning services for Siskiyou County General Services Department.
  - b.) A copy of said Contract is attached to this Assignment as Exhibit "A". Said Contract has not been modified and remains on the terms contained therein, except that Assignee is now substituted for Assignor.
  - c.) Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of Assignor.
  - d.) Assignee shall be entitled to all monies remaining to be paid under the Contract, including those for any services rendered by Assignor which have not been paid as of the date of the Assignment, along with any obligations, duties and rights also assigned hereunder.
  - e.) Assignee's contact information:  
Elevator Technology Inc.  
2050 Arroyo Vista Way, El Dorado Hills, CA 95762  
916-939-4323 or 800-832-8455  
Tax ID: 68-0474146

This Assignment shall be construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Dated: 6/16/2022

DocuSigned by:  
Curtis Nicolas, Owner  
46A436418C88428...

Siskiyou Elevator Co. (Assignor)  
Curtis Nicolas, Owner

License No: 962436  
Dated: 6/23/2022

DocuSigned by:  
Peggy Bates, President  
CB60FB4E19AB49B...

Elevator Technology, Inc. (Assignee)  
Peggy Bates, President

Dated: 6/23/2022

DocuSigned by:  
Paul Taormina  
2EEE9774781A45C...

Elevator Technology, Inc. (Assignee)  
Paul Taormina, General Manager

License No.: 797172

CONSENT

The Department of General Services hereby consents to this Assignment of Contract affirming that no modification of the contract is made or intended, except that Assignee is now substituted for Assignor, and monies to be paid under the Contract for services shall be paid to Assignee.

COUNTY OF SISKIYOU  
DocuSigned by:  
Angela Davis 6/29/2022  
F2688EA8988C43D...  
Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:  
DocuSigned by:  
Dana Barton 6/23/2022  
8D73D7D4E9C1484...  
Edward J. Kiernan, County Counsel (Date)

**In Process**

APPROVED AS TO ACCOUNTING FORM:  
Fund 1001 Org 107010 Account 718000

FY 22/23 NTE \$5200.00  
FY 23/24 NTE \$5200.00

If not to exceed, include amount not to exceed: \$10,400.00

Encumbrance number: E2200163

*If needed for multi-year contracts, please include separate sheet with financial information for each*

DocuSigned by:  
Diane L. Olson 6/28/2022  
3EB64D72669C410...  
Diane Olson, Auditor-Controller (Date)

**FIRST ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on April 30, 2019 by and between the County of Siskiyou ("County") and Siskiyou Elevator Company ("Contractor") and is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021.

WHEREAS, the Contract expired on June 30, 2021 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2024.

Paragraph 3.01 of the Contract, Specific Services, shall be amended to repeal "Exhibit A" and replace it with the new "Exhibit A" attached hereto.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional fifteen thousand six hundred dollars and no/100 (\$15,600.00) to increase the total compensation payable under the contract to an amount not to exceed twenty-four thousand eight hundred dollars and no/100 (\$24,800.00).

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this First Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 3/30/2021

CONTRACTOR: Siskiyou Elevator Company

DocuSigned by:  
*Curtis Nicolas*  
Curtis Nicolas, Owner

License No.: 962436  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On file

COUNTY OF SISKIYOU  
DocuSigned by:  
Angela Davis 4/8/2021  
Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:  
DocuSigned by:  
Dana Barton 3/30/2021  
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:  
Fund 1001    Org 107010    Account 718000    Activity Code (if applicable)

If not to exceed, include amount not to exceed: Total Contract NTE \$24,800

**In Process**

FY 19/20 NTE \$4600	FY 22/23 NTE \$5200
FY 20/21 NTE \$4600	FY 23/24 NTE \$5200
FY 21/22 NTE \$5200	

Encumbrance number (if applicable): E2100318

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

DocuSigned by:  
Amenarie Zedler 4/5/2021  
Jennie Elzeier, Auditor-Controller (Date)

Addendum Template to extend term and compensation of contract CAO signanature.doc

**COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES**

This Contract made this 30<sup>th</sup> day of April 2019, between:

COUNTY: Siskiyou County Public Works  
Post Office Box 1127  
Yreka, California 96097

and

CONTRACTOR: Siskiyou Elevator Company  
24724 Dersch Road  
Anderson, California 96007  
(530) 365-5488

**ARTICLE 1. TERM OF CONTRACT**

- 1.01 Contract Term: This Contract shall become effective July 1, 2019 and shall terminate on June 30, 2021, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

- 2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

**ARTICLE 3. SERVICES**

- 3.01 Specific Services: Contractor agrees to furnish the following services:  
Contractor shall provide the services described in Exhibit "A" attached hereto.  
No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by Scott Waite (or his or her designee).
- 3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or

employees in the performance of those services.

#### ARTICLE 4. COMPENSATION

- 4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in the not to exceed amount of Four Thousand Six Hundred Dollars (\$4,600.00) per fiscal year. Not to exceed Nine Thousand Two Hundred Dollars (\$9,200) for the term of the Contract.
- 4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

#### ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management: Contractor shall report to the Scott Waite (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of

insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.06 General Liability and Automobile Insurance:** During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination

made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
  - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
  - c. County will not withhold state or federal income tax from payment to Contractor;
  - d. County will not make disability insurance contributions on behalf of Contractor;
  - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue

and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

#### **ARTICLE 6. OBLIGATIONS OF COUNTY**

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

#### **ARTICLE 7. TERMINATION**

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
  2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by

providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

- 7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

#### ARTICLE 8. GENERAL PROVISIONS

- 8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this

contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09 **Negotiated Contract:** This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 **Time is of the Essence:** Time is of the essence in the performance of this Contract.
- 8.11 **Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12 **Authority and Capacity:** Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13 **Binding on Successors:** All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14 **Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15 **No Reliance On Representations:** Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: Siskiyou Elevator Company

Date: 5-6-2019



Curtis Nicolas, Owner

License No.: 962436

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary,

assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

Terry Barber  
Terry Barber, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

Edward J. Kiernan 5/13/19  
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund 1001 Org 107010 Account 718000 SFW

If not to exceed, include amount not to exceed: Nine Thousand Two Hundred Dollars (\$9,200)

Jennie Ebejer 5/20/19 SFW  
Jennie Ebejer, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Merkle 5/23/19  
Ann Merkle, Risk Management (Date)

**Exhibit A**

Scope of Work

Contract to begin on July 1, 2019 through June 30, 2021.

Quarterly elevator maintenance and inspection by Siskiyou Elevator Company is not to exceed Four Thousand Six Hundred Dollars (\$4,600) for fiscal years 19/20 and 20/21 The not to exceed amount for the term of the contract is Nine Thousand Two Hundred Dollars (\$9,200).

Services will be rendered at the following locations:

- 1312 Fairlane Road, Yreka, California
- 311 4<sup>th</sup> Street, Yreka, California
- 315 S. Oregon Street, Yreka, California
- 910 S. Main Street, Yreka, California





POLICY NUMBER: CST0176399

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**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
All Entities for which you have a written contract to perform your work	Any location in the coverage territory
In Process	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

In Process

POLICY NUMBER: CSU0176399

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All Entities for which you have a written contract to perform your work	All jobsites within the coverage territory for which you have a contract to perform your work
In Process	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# In Process

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that 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 that person or organization for which you have agreed to in a written contract to provide said waiver.

**In Process**



POLICY NUMBER: 3100215796

COMMERCIAL AUTO  
AC 04 44B 03 16

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

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US  
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) to the extent that subrogation is waived prior to any "accident" or "loss" under a written contract with that person or organization.

**In Process**

POLICY NUMBER: 3100215796

COMMERCIAL AUTO  
AC 70 05 03 16

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

## **BUSINESS AUTO PROTECTION - GOLD**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

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

AC 70 05 03 16

Includes copyrighted material of Insurance Services Office, Inc.  
with its permission

Page 1 of 7

**COMMERCIAL AUTO  
AC 70 05 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

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

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

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

**C. EMPLOYEES AS INSURED – NONOWNED AUTOS**

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

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

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

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

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

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

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

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

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

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

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

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

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

**COMMERCIAL AUTO  
AC 70 05 03 16**

**H. PREJUDGMENT INTEREST COVERAGE**

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

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

**I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

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

**J. HIRED AUTO PHYSICAL DAMAGE**

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

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

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

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

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

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

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

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

**L. EXPANDED TOWING COVERAGE**

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

**M. AUTO LOAN OR LEASE COVERAGE**

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

**COMMERCIAL AUTO  
AC 70 05 03 16**

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

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

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

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

**O. DEDUCTIBLE AMENDMENTS**

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

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

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

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

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

**P. RENTAL REIMBURSEMENT COVERAGE**

- 1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b. The number of days shown in the Schedule.
- 4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

**Q. EXPANDED TRANSPORTATION EXPENSE**

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

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

**COMMERCIAL AUTO  
AC 70 05 03 16**

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

**R. EXTRA EXPENSE – STOLEN AUTOS**

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

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

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

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

**C. Limit Of Insurance**

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

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

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

**T. NEW VEHICLE REPLACEMENT COST**

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

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."
 

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
  - c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

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

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

**COMMERCIAL AUTO  
AC 70 05 03 16**

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

**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

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

**b. Loss of Use Expenses**

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

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

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

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

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

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

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

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

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

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

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

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

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

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory GeneralConditionss replaced by the following:

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

**Y. EMERGENCY LOCKOUT**

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

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

**COMMERCIAL AUTO  
AC 70 05 03 16**

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

**Z. CANCELLATION CONDITION**

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

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

**In Process**





POLICY NUMBER: 1337556672

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **SCHEDULE**

1. Broadened Insured Status
2. Blanket Addition of Insured When Required Under Written Contract
3. Employee Hired Autos Liability Coverage
4. Employees As Insureds
5. Coverage Extensions – Supplemental Payments
6. Limited Fellow Employee Coverage
7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)
8. Custom Signs And Decoration
9. Extended Towing Coverage
10. Glass Breakage
11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles
12. Extra Expense – Stolen Vehicles
13. Personal Effects Coverage
14. Audio, Visual, And Data Electronic Equipment
15. Loan/Lease Payout Coverage
16. Airbag Coverage
17. Multiple Deductible Protection – Covered “Auto” And Trailer
18. Duties In The Event Of An Accident, Claim, Suit, Or Loss
19. Non-Owned Auto Waiver Of Subrogation
20. Blanket Waiver Of Subrogation When Required Under Written Contract
21. Coverage Territory – Short Term Hired Commercial “Autos”
22. Limited Mexico Coverage
23. Unintentional Failure To Disclose Hazards
24. Mental Anguish Resulting From “Bodily Injury”
25. Waiver Of Sovereign Immunity
26. Application Of This Endorsement

## 1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.** Coverage, Subparagraph **1.** Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision **1.A.** does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision **1.B.:**

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
  - a. A joint venture or partnership; or
  - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## 2. Blanket Additional Insured When Required Under Written Contract

Paragraph **A.1.** Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph **a.** of Condition **5.** Other Insurance of Part **B.** General Conditions under Section **IV** – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **2.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

### 3. Employee Hired Autos Liability Coverage

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### 4. Employees As Insureds

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### 5. Coverage Extensions - Supplementary Payments

Paragraphs a.(2) and a.(4) under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph 2.a. Supplementary Payments are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$5,000; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$1,000 per day.

### 6. Limited Fellow Employee Coverage

The following is added to Subparagraph 5. Fellow Employee under Paragraph B. Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

### 7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)

The following is added to Subparagraph 1. under Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less.
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 8. Custom Signs And Decoration

The following is added to Paragraph **A.** Coverage **1.** under SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an "auto" insured for auto physical damage coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

## 9. Extended Towing Coverage

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial "auto", then this coverage extension **9.** applies to that covered "auto." If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension **9.** to apply.

The following is added to Paragraph **A.2.** Towing under SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

## 10. Glass Breakage

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

The following is added to Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION III – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless

lower deductible is shown on the declarations page for this coverage.

## 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles

### A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:

Paragraph a. Transportation Expenses under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

- a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or
- b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

### B. If The Covered "Auto" Has Collision Physical Damage Coverage:

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

## 12. Extra Expense - Stolen Vehicles

The following is added under Paragraph A.4.a. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

### 13. Personal Effects Coverage

Paragraph **A.** Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following coverage:

Personal Effects Coverage

1. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of total theft of the covered "auto."
2. Subject to Paragraph **C.** Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectible insurance. No deductible applies to this coverage.

### 14. Audio, Visual, And Data Electronic Equipment

The sub-limit in Paragraph **C.2.** of the Limit of Insurance Provision of SECTION III- PHYSICAL DAMAGE COVERAGE is increased to \$1,500.

### 15. Loan/Lease Payoff Coverage

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of total "loss" to covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;

1. The amount paid under the Physical Damage Coverage Section of the policy, and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

## 16. Airbag Coverage

If the named "insured" carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension 16. applies to that covered "auto".

The following is added to Subparagraph 3.a. under Paragraph B. Exclusions in SECTION III - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

## 17. Multiple Deductible Protection – Covered "Auto" And Trailer

If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension 17. applies to those covered "autos":

The following is added to Paragraph D. Deductible under SECTION III - PHYSICAL DAMAGE COVERAGE:

Whenever a covered "auto" and trailer are each damaged in the same "loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

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

1. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
2. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss

A. Subparagraph 2.a. under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.

B. Subparagraph 2.b.(2) under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of claims or "suits" to insurers, if you are a corporation; or

5. A member, if you are a limited liability company.

#### **19. Non-Owned Auto Waiver Of Subrogation**

The following is added to Subparagraph **5. Transfer Of Rights Of Recovery Against Others To Us**, under Paragraph **A. Loss Conditions** in SECTION **IV – BUSINESS AUTO CONDITIONS**:

We hereby waive any right of subrogation against any of your officers, directors, or “employees” which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned “autos”.

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or “employee”.

#### **20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph **5. Transfer Of Rights Of Recovery Against Others To Us**, under Paragraph **A. Loss Conditions** in SECTION **IV - BUSINESS AUTO CONDITIONS**:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
  - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

#### **21. Coverage Territory - Short Term Hired Commercial "Autos"**

Paragraph **7. Policy Period, Coverage Territory** under Paragraph **B. General Conditions** in SECTION **IV – BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered “auto” of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.

## 22. Limited Mexico Coverage

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
  - b. Trips into Mexico of 10 days or less.
2. Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is replaced by the following:

The insurance provided by this Provision 22 will be excess over any other collectible insurance.

### B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

## 23. Unintentional Failure To Disclose Hazards

The following is added to Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

If you unintentionally fail to disclose any hazards existing on the effective date of this 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 due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

## **24. Mental Anguish Resulting From "Bodily Injury"**

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

## **25. Waiver Of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity."

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

## **26. Application Of This Endorsement**

The coverage enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

All other terms and conditions remain unchanged.

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

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
<p><b>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER, CALIFORNIA OPERATIONS ONLY.</b></p>	

**In Process**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **10/01/2023** Policy No. **WIL 5057507 03**

Endorsement No.

Insured **ELEVATOR TECHNOLOGY INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By \_\_\_\_\_