

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES
Excel Landscape, Inc.**

Landscape Maintenance Services

This Amendment No. 3 to Agreement for Contractor Services ("Amendment No. 3") is made, and entered into as of January 23, 2018 by and between the City of Lake Elsinore, a municipal corporation ("City"), and Excel Landscape, Inc., a California corporation ("Contractor").

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 1, 2016, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount not to exceed Seven Hundred Forty-Eight Thousand Seven Hundred Ninety-one dollars (\$748,791) for Fiscal Year 2016/2017.

C. Amendment No. 1 provided for an additional Two Hundred Seventy-Nine Thousand dollars (\$279,000) for extra services, bringing the total contract amount to One Million Twenty-Four Thousand Seventy Hundred Ninety-one dollars (\$1,024,791) or those services in FY2016/2017.

D. Amendment No. 2 extended the contract an additional 12-months and adjusted the compensation award to \$974,223 for Fiscal Year 2017-2018.

E. The parties now desire to amend the Scope of Services and increase the compensation for such services as set forth in this Amendment No. 3, in an amount not to exceed \$173,636.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 1, Scope of Services of the Original Agreement is hereby amended to add the following:

Contractor shall perform the services and related work described in Contractor's Revised Scope of Work (Exhibit A1) attached to Amendment No.3, in addition to Contractor's Proposal (Exhibit A) in the Original Agreement. Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Scope of Work (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, is hereby amended and restated in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in the Contractor's Proposal (Exhibit A to the Original Agreement as amended by Amendment No. 1, Amendment No. 2 and

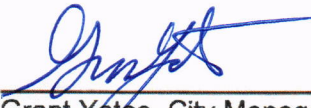
the Contractor's Revised Scope of Work attached as Exhibit A-1 to this Amendment No. 3 and incorporated herein by reference). In no event shall Contractor's compensation exceed One Million Two Hundred Ten Thousand Three Hundred Thirteen Dollars (\$1,210,313) for Fiscal Year 2017-2018 without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation



Grant Yates, City Manager

Date: 4/6/18

"CONTRACTOR"

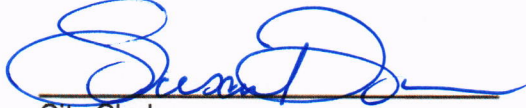
EXCEL LANDSCAPE, INC., a California corporation



Jose Alfaro, Owner

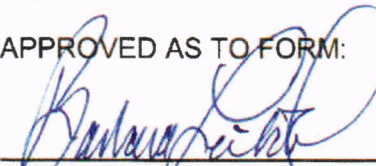
Date: 4/4/2018

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A1

Excel Landscape

Additional Services

1. Trieste Housing Tract Landscape – Monthly Maintenance Cost – \$350.00
Qty. 8 months -- Total \$2,836.00.
2. Serenity Park Walking Trail – Monthly Maintenance Cost -- \$350.00
Qty. 8 months – Total \$2,800.00.
3. Summerly Park Landscape – Monthly Maintenance Cost -- \$4,500.00
Qty. 4 months – Total \$18,000

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: EXCEL LANDSCAPE, INC.

Business Location: 710 RIMPAU STE 108
CORONA, CA 92879

Owner Name(s): Jose Alfaro

EXCEL LANDSCAPE, INC.
710 RIMPAU STE 108
CORONA, CA 92879

CITY OF LAKE ELSINORE

ADMINISTRATIVE SERVICES-LICENSING

130 South Main Street Lake Elsinore, CA 92530

951.674.3124

TO BE POSTED IN A CONSPICUOUS PLACE

BUSINESS LICENSE NO. 004404

Business Type: LANDSCAPING CONTRACTOR

Issue Date: 5/1/2017 **Expiration Date:** 4/30/2018

THIS IS YOUR LICENSE • NOT TRANSFERABLE



EXCELAN-01

CARLAG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0252636 Gallant Risk & Insurance Services, Inc. 4160 Temescal Canyon Rd., #108 Corona, CA 92883	CONTACT NAME:	
	PHONE (A/C, No, Ext): (951) 368-0700	FAX (A/C, No): (951) 368-0707
INSURED Excel Landscape, inc. 710 Rimpau Ave., #108 Corona, CA 92881	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Benchmark Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
41394		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	CST5012486	04/01/2018	04/01/2019	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job # 7721

RE: All California Landscape Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Lake Elsinore
Attn: City Manager
130 S. Main Street
92330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Benita Hall, CISR PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558 E-MAIL ADDRESS: bhall@lcisinc.com														
INSURED Excel Landscape, Inc. 1191 Magnolia Ave., Ste D #400 Corona CA 92879	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Atlantic Specialty Insurance</td><td>27154</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic Specialty Insurance	27154	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 17/18 Pkg & Auto & Umbrel**REVISION NUMBER:**

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

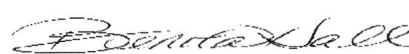
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Pd Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	618-00-07-73-0002	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	618-00-07-73-0002	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			618-00-07-73-0002	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Job # 7721 - All California landscape operations performed by or on behalf of the named insured.
Primary Insurance/Non Contributory Blanket Additional insured per attached OBPGL04340414 & CG2404 & VCA2010109

The City of Lake Elsinore, the Community Redevelopment Agency of the City of Lake Elsinore (RDA), its officers, employees and agents (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore 130 S. Main Street Lake Elsinore, CA 92330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE B Hall, CISR/ACOMBE 
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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

The City of Lake Elsinore, the Community Redevelopment Agency of the City of Lake Elsinore (RDA), its officers, employees and agents (Excluding Professional Liability)

With respects to work performed @ Job # 7721 - All California landscape operations performed by or on behalf of the named insured.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a. their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS** – the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
 - d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

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

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

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.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph **C. Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph **a.** of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph **a.** of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

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

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.