

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2021

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).

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PRODUCER	1-303-534-4567	CONTACT NAME:			
IMA, Inc Colorado Division		PHONE (A/C, No, Ext)	:	FAX (A/C, No):	
1705 17th St Ste 100		E-MAIL ADDRESS:	DenAccountTechs@imacorp.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
Denver, CO 80202		INSURER A:	AMERICAN CONTRACTORS INS CO	RRG	12300
INSURED		INSURER B:	CINCINNATI CAS CO		28665
Saunders Construction LLC		INSURER C :	WESTCHESTER FIRE INS CO(ACIG	Ins Co.)	10030
86 Inverness Place North		INSURER D :	ACIG INS CO		19984
		INSURER E :	TRAVELERS PROP CAS CO OF AME	ir.	25674
Englewood, CO 80112		INSURER F :	BERKLEY ASSUR CO		39462

#### COVERAGES CERTIFICATE NUMBER: 61564876 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.

CLC								
					POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
x	COMMERCIAL GENERAL LIABILITY			GL19PB0006 (GL XS)	06/01/19	06/01/23	EACH OCCURRENCE	\$ 10,000,000
	CLAIMS-MADE X OCCUR			GL19PA0006	06/01/19	06/01/23	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
х	\$295,000 Deductible			GL19PC0006 (GL XS)	06/01/19	06/01/23	MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 10,000,000
GEN							GENERAL AGGREGATE	\$ 10,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000
	OTHER:							\$
AUT	OMOBILE LIABILITY			EBA0576035	04/30/20	04/30/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
х	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Х	UMBRELLA LIAB X OCCUR			G71528728001 (GL XS)	06/01/19	06/01/23	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED RETENTION\$							\$
	EMPLOYEDELLIA DIL ITY			*WCA000017220	06/01/20	06/01/21	X PER OTH- STATUTE ER	
ANYI	PROPRIETOR/PARTNER/EXECUTIVE TY N	N/A		WCA000014120-CO,MT,NE	06/01/20	06/01/21	E.L. EACH ACCIDENT	\$ 1,000,000
(Man	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
*A]	ll States included in							
Wor	rkers Compensation:							
AZ,	, KS, NM, UT							
	X  AUT X  X  WOFF AND OFF AND DES *AI	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X \$295,000 Deductible  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRODUCT LOC OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY X AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY  X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X \$295,000 Deductible  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIET OR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  *All States included in Workers Compensation:	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X \$295,000 Deductible  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- JECT LOC  OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  *All States included in Workers Compensation:	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X \$295,000 Deductible  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRODUCY X PRODUCT LOC  OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO  OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY  X HIRED AUTOS ONLY AUTOS ONLY  X UMBRELLALIAB X OCCUR  EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPEITOR PARTNER (EXECUTIVE NO FICE RAME)  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPEITOR PARTNER (EXECUTIVE NO FICE RAME)  DESCRIPTION OF OPERATIONS below  *All States included in  Workers Compensation:	TYPE OF INSURANCE  TYPE OF INSURANCE  ADDL SUBR NISD  POLICY NUMBER  QL19PB0006 (GL XS)  O6/01/19  GL19PA0006  GL1	TYPE OF INSURANCE INSO WVD POLICY NUMBER (MM/DD/YYYY)  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  SEPTION OF OPEN COLOR  OTHER:  AUTOMOBILE LIABILITY  X ANY AUTO ONLY AUTOS ONLY AUTOS ONLY  X UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE  DED RETENTIONS  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPORTETOR/PARTINER/EXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  *All States included in Workers Compensation:	TYPE OF INSURANCE    ADDL SUBR   NSD   WO   POLICY NUMBER   (MM/DD/YYY)   POLICY EFF   (MM/DD/YYY)   MM/DD/YYY)

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

RE: Steamboat Ski Resort Base Area Development and On Mountain Improvements; Project#20015021.

Steamboat Ski & Resort Corporation, Owner, U.S. Department of Agriculture Forest Service, and Alterna Mountain Company are included as Additional Insureds on the General, Automobile, and Umbrella Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of Additional Insureds on the General, Automobile, Umbrella Liability and

Workers Compensation Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-ontributory on the General, Automobile

CERTIFICATE HOLDER	CANCELLATION
Steamboat Ski & Resort Corporation Attn: Bryan Elliott	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3501 Wazee Street	AUTHORIZED REPRESENTATIVE
Denver, CO 80216	l. PM
	<u> </u>

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# **DATE** 03/02/2021

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

NAME OF INSURED: saunders Construction LLC

Additional Description of Operations/Remarks from Page 1:
and Umbrella Liability Policies subject to the policy terms and conditions.

#### Additional Information:

Professional Liability Coverage: Policy #PCADB50115310420

\$5,000,000 Earth Movement; \$25,000 Deductible

Effective Dates: 04/30/2020?4/30/2021 Insurer F: See Above
\$2,000,000 Aggregate; \$2,000,000 Each Claim; \$50,000 Deductible; Claims Made

Pollution Liability Coverage: Policy #PCADB50115310420

Effective Dates: 04/30/2020?4/30/2021 Insurer F: See Above
\$2,000,000 Limit; \$50,000 Deductible; Includes Mold

Excess Liability Coverage: Policy #NHA247287

Effective: 06/01/19-06/01/23 Insurer E: See Above
\$20,000,000 Limit Excess of \$5,000,000 Limit

Builders Risk Coverage: Policy #6600C29938ATIL20

Effective Dates: 04/30/2020?4/30/2021 Insurer E: See Above
\$14,500,000 Project Limit; \$5,000 Deductible; \$2,500,000 Temp Storage; \$5,000 Deductible

\$1,500,000 Property in Transit; \$5,000 Deductible; \$5,000,000 Flood(Zone X) \$10,000 Deductible

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Name of Person(s) or Organization(s):
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Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: Same as policy effective date unless otherwise indicated above.

Policy Effective Date: 6/1/19 - 6/1/23 Policy No.: GL19PA0006 Endorsement No.:

GL19PB0006 GL19PC0006

Insured: Saunders Construction Inc. Premium \$

Insurance Company: American Contractors Insurance Co RRG

Countersigned By		

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

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "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".

#### D. EMPLOYEES AS INSURED

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

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.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
  - The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (2) Up to \$3,000 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.
  - The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (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.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent 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.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

## I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

# L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

# M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

#### Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

# DESIGNATED ENTITY - NOTICE OF **CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

# PERSON OR **ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT THE NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

# PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

#### NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or if we decide to renew with materially different terms or at a substantially higher premium, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement will not apply to the insured or the Arizona Industrial Commission.

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

#### Schedule

<ol> <li>Number of days advance notic</li> </ol>
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60 days.	However	r in	the case	of ca	ncella	tion	or :	nonrer	newal	due	to	nonpayment	of
premium,	onlv 10	davs	advance	notic	e will	be	prov	ided.	ilaaA	cabl	.e i	in AZ.	

#### 2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is only applicable in the state of Arizona.

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.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by

WC 99 06 02 Page 1 of 1

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

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

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

Whomever	the	named	insured	is	required	by	written	contract	executed	prior	to	loss	to	waive
rights of	f red	coverv	against											

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas, or Utah.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

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.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company

ountersigned by
ountersigned by

(Ed. 4-84)

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

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

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

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply in KS.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas, or Utah.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.

This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

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.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by
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#### **UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Whome	<i>j</i> er	the	nam	ed i	insur	ed	is	required	by	written	contract	executed	prior	to	loss	to
waive	rig	hts	of	reco	overy	ac	gair	nst.								

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.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company

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

#### NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

# Schedule

1	Number	of days	advance	notice

60 days.	However in	the case	of canc	ellation	or nonrenewal	due to	nonpayment	of
premium,	only 10 day	s advance	notice	will be p	provided.			

#### 2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas, or Wisconsin.

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.)

Insured Saunders Construction, Inc.

Endorsement No.

Premium \$

Insurance Company ACIG Insurance Company Countersigned by\_\_\_\_\_

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# Schedule

1	Number	of days	advance	notice
	INGLIDO	oi davs	auvance	HOUGE

60	days.	Howe	ever	in	the	case	of	can	cellat	tion	or	nonrenewal	due	to	nonpayment	of
pre	emium,	only	10	days	ad	vance	not	cice	will	be	prov	rided.				

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Insurance Company ACIG Insurance Company

Countersigned by\_\_\_\_

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