

**AGENDA  
SPECIAL MEETING OF THE  
ANIMAL CARE JPA  
THURSDAY, FEBRUARY 7, 2013, 12:00 p.m.  
YUCCA VALLEY COMMUNITY CENTER MESQUITE ROOM**

**ROLL CALL:** Directors Cronin, Huntington, Lombardo, Chair Ramos

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

Approve the Regular Meeting Minutes of October 25, 2012, and Special Meeting Minutes of December 6, 2012, as presented

**DIRECTORS REPORTS/UPDATES**

**DISCUSSION ITEMS**

1. Approval of General Liability and Directors and Officers Insurance

Staff Report

**Recommendation: Approve payment of JPA General Liability Insurance in the amount of \$928.80 and Directors and Officers Insurance in the amount of \$3,730.00 for a total of \$4658.80.**

**FUTURE AGENDA ITEMS**

**PUBLIC COMMENTS**

**ADJOURNMENT**

**ANIMAL CARE JPA MINUTES  
THURSDAY, OCTOBER 25, 2012**

Alan Rasmussen called the meeting to order at 12:05 p.m. with Directors Cronin, Huntington, Lombardo, and Alan Rasmussen sitting in for Chair Derry.

**PLEDGE OF ALLEGIANCE**

Led by Director Lombardo

**APPROVAL OF MINUTES**

Approve the minutes of August 2, 2012 as presented.

Upon motion by Director Huntington and second by Director Lombardo, the minutes stand approved

**DIRECTORS REPORTS/UPDATES**

None

**DISCUSSION ITEMS**

**1. Replacement Animal Shelter, ACJPA Project No. 1, Recommendation to the Board of Supervisors and Town Council, Town Construction Management/Specialized Inspections**

Town Manager Nuaimi gave a PowerPoint update advising the proposed actions are that the JPA recommends to the Town Council/County Board of Supervisors: A) approve the bid process, withdrawal of bid from R.C. Construction; B) Award to Facility Builders and Erectors, Inc. – Base Bid and Bid Alternate “B”; C) establishment of construction contingency; D) Accept the Town’s proposal for Construction Management and Special Services; and E) expenditure of unused construction contingency to fund one time start-up costs.

Director Huntington questioned if Alternate A for artificial turf systems in the “get acquainted” area is in lieu of the footage in the base bid. Town Manager Nuaimi advised that is additional in the play area. Director Huntington questioned if Alternate B includes the boiler and controls or is it just the in-slab piping system. Town Manager Nuaimi advised it is just the piping in the slab so that we can put in the boiler in the future if needed.

Town Manager Nuaimi explained the budget and Town repayment plan. The next steps for the Town Council and County Board of Supervisors are to: A) review and approve the JPA’s competitive bid process for the construction of the Animal Shelter pursuant to the JPA agreement and award of bid; B) approve the second amendment to the ACJPA

Agreement that increased the Total Project Cost called out in the agreement from \$3.5 to \$3.75 million; and C) approve the second amendment to the ACJPA Agreement that defines the proposed work plan which will include the current construction schedule, the joint funding agreement, the operational agreement and the joint ownership agreement.

Director Lombardo questioned if start-up costs are expected to exceed the contingency and if they include the boiler to heat the slabs. Town Manager Nuaimi advised they are not.

Director Huntington questioned if the bid process documents allowed for the withdrawal of the bids within a specific time frame. Staff advised that they do as prescribed by state law. Director Huntington asked if references were checked. Project Engineer Qishta advised that staff did check the references. Director Huntington expressed concern about the size of the contingency fund. Town Manager Nuaimi advised that none of the contingency will be spent without approval from the Board.

Director Lombardo moved to recommend that the Town Council and County Board of Supervisors review and approve the JPA's competitive bid process for the construction of the Animal Shelter, including, but not limited to the proposed consent to withdrawal of bid by R.C. Construction Services, Inc., based upon the findings further described as follows; A) R.C. Construction Services, Inc., made a clerical mistake establishing an incorrect bid amount for Metal Buildings; B) R.C. Construction Services, Inc. gave the ACJPA written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$400,000 in metal building costs; C) The clerical mistake made by R.C. Construction Services, Inc. is materially different than R.C. Construction Services, Inc. intended by the failure to include \$400,000 in Metal Buildings costs that were not included in the bid item due to the clerical mistake; and D) The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans of specifications. Director Huntington seconded. Motion carried unanimously.

Director Cronin moved to recommend that: 1) Town Council and the County Board of Supervisors approve the JPA's proposed award of the "Base Bid" construction contract to Facility Builders and Erectors, Inc., in the amount of \$2,849,400.00, and the "Bid Alternate B" construction contract in the amount of \$31,800.00; 2) recommend that the Town Council and the County Board of Supervisors approve the JPA's proposed authorization of a Construction Contingency in the amount of \$391,294 (14% of construction costs); 3) recommend that the Town Council and the County Board of Supervisors accept the Town proposal for Construction Management and Specialized Inspection Services; and 4) recommend that the Town Council and the County Board of Supervisors approve the JPA's proposal that unused Construction Contingency be budgeted against one time start-up costs for the replacement animal shelter. Such expenditure will be brought to the JPA Board for prior approval. Director Lombardo

seconded. Motion carried unanimously.

## 2. **Project Update.**

Town Manager Nuaimi advised the item will be going to the Town Council at their first meeting in November, to the County Board of Supervisors the end of November. The 90 day bid period ends December 7<sup>th</sup>, and once we have bid award they will mobilize within 2 weeks. He noted there are some minor invoices that will be coming from Williams Architects to close out their scope of work.

Director Cronin recommended the next JPA Board Meeting be confirmed for Thursday, November 29<sup>th</sup>. If the board needs to take any actions they can meet on that day and finalize any things that are needed.

## **FUTURE AGENDA ITEMS**

- A. Adopt Reimbursement Strategies
- B. Annual Audit

## **PUBLIC COMMENTS**

**Margo Sturges**, Yucca Valley, questioned the action on items A-D on the power point. Director Cronin advised that those are amendments to the JPA Agreement to be brought back.

## **ADJOURNMENT**

There being no further business the meeting was adjourned at 12:25 p.m.

Respectfully submitted

Jamie Anderson  
Town Clerk

**ANIMAL CARE JPA MINUTES  
THURSDAY, DECEMBER 6, 2012**

Vice Chair Huntington called the meeting to order at 12:12 p.m. with Directors Cronin, Lombardo, and Vice Chair Huntington present.

**PLEDGE OF ALLEGIANCE**

Led by Vice Chair Huntington

**APPROVAL OF MINUTES**

No Action taken on Minutes of October 25, 2012

**DIRECTORS REPORTS/UPDATES**

None

**DISCUSSION ITEMS**

- 1. Replacement Animal Shelter, ACJPA Project No. 1, Award of Construction Contract, Appoint Construction Project Manager, Authorize Project Manager to approve Change Orders to \$100,000, Acceptance of Town Owned Land**

Town Manager Nuaimi gave the staff report advising of prior meetings actions to recommend that the Board of Supervisors and Town Council approve award of bid, which they have. He noted that County Counsel requires that the JPA must accept the land prior to award of bid, and staff ordered an updated title report. It is recommended the JPA approve the preliminary title report based on no substantive changes and approve ownership of the land. Only the 5 acres are being transferred at this time.

**Margo Sturges**, Yucca Valley, questioned the contingency fund amount, and stated the item was tabled by the Board of Supervisors. Director Huntington advised the Board tabled the item because of the Chief Executive Officer of the County wanted to make sure all items contributed by the Town were included in the documents. Director Cronin added that Supervisor Ramos will now be chairing the JPA board and should have the opportunity to vote on the agreement.

Council Member Lombardo questioned possible change orders. Town Manager Nuaimi advised that, for a project such as this, there will likely be change orders, noting the amount of \$50,000 was allowed on a \$200,000 contract and this project is \$3 million, so it is possible for a single change order to be for \$50,000.

Director Cronin stated he feels it is appropriate to authorize \$100,000, especially in the beginning of project because it could be very difficult to call special jpa meeting, especially through holidays.

Town Manager Nuaimi advised that staff will be giving monthly updates.

Council Member Huntington stated that it is possible that there could be 1 change order up front that takes up the whole \$100,000 and recommended that if it is one that is substantial it should come to the JPA before approval. He would like to see anything more than \$50,000 come to the JPA for approval. Recommendation No. 3 amended to add that no single change order over \$50,000 will be approved without prior JPA approval.

Director Lombardo moved to: 1) Award the construction contract, contingent upon issuance and approve of title insurance and transfer of the Replacement Animal Shelter site to the ACJPA, to Facility Builders and Erectors, Inc., in the amount of \$2,881,200.00, including the Base Bid and Bid Alternate B, authorize a construction contingency of \$339,790, for a total contract amount of \$3,220,990.00, authorizing the ACJPA Chairman, and ACJPA Attorney to sign all necessary documents; 2) Appoint Alex Qishta as the ACJPA Replacement Animal Shelter Project Construction Manager and as the authorized ACJPA Representative under the contract; 3) Authorize the Project Construction Manager/authorized ACJPA Representative under the contract to approve change orders up to a Construction total of \$100,000.00, with the exception that no single change order over \$50,000 will be approved, before returning to the ACJPA for additional change order authorization, as amended; and 4) Approve the Preliminary Title Report, attached as Exhibit A, based upon no substantive changes to the Preliminary Title Report, accepts ownership of the Replacement Animal Shelter property, identified as Assessor Parcel Number 597-021-08, contingent upon issuance and approval of title insurance and an updated Preliminary Title Report/Title Report, and authorize the ACJPA Attorney to review, accept and approve the Preliminary Title Report/Title Report and title insurance based upon no substantive changes or modifications to the Preliminary Title Report/Title Report. Director Cronin seconded. Motion carried unanimously.

## FUTURE AGENDA ITEMS

- A. Annual Audit
- B. Renewal of Insurance

## PUBLIC COMMENTS

**Richard Harlan**, Yucca Valley, stated there is money set aside for telephones and data units and questioned if the system is included in there. Town Manager Nuaimi stated that amount is in the startup costs.

**Margo Sturges**, Yucca Valley, stated she is disappointed that there are no local contractors being used. Director Huntington stated that all agree with that but the JPA is required to follow the law and can't limit the contract to local contractors. It is a free market process.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 12:30 p.m.

Respectfully submitted

Jamie Anderson  
Town Clerk



**INSURANCE PROPOSAL  
FOR  
ANIMAL CARE JOINT POWERS AUTHORITY**

**FEBRUARY 11, 2013 to  
FEBRUARY 11, 2014**

**CONTENTS**

Marketing Summary  
Financial Summary  
Coverage Summaries  
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**Attached Appendices**

**Appendix A: Recommended Carrier Quotations**  
**Appendix B: Subjectivities**  
**Appendix C: Willis Standard Terms and Conditions**

## MARKETING SUMMARY

Thank you for the opportunity to market your insurance requirements. The results of our negotiations with the carriers we approached are summarized below.

CARRIER	LINE OF BUSINESS	RESPONSE	PREMIUM OR INDICATION
Northfield Insurance Company	General Liability	Quoted	\$750
RSUI Indemnity Company	Directors & Officers Liability	Quoted	\$3,730
Great American Insurance Group	Directors & Officers Liability	Declined	N/A
Monitor Liability Manager, LLC (Monitor)	Directors & Officers Liability	Declined	N/A
E-Risk Services	Directors & Officers Liability	Declined	N/A
Chubb Specialty Insurance	Directors & Officers Liability	Declined	N/A
Hiscox	Directors & Officers Liability	Declined	N/A
Ace Group	Directors & Officers Liability	Declined	N/A

Our recommended quotations are attached for your review and outlined in the Financial Summary below.

## FINANCIAL SUMMARY

FINANCIAL SUMMARY					
Coverage	Expiring Premium	Renewal Premium	Commission	Policy Service Fee	Quote Expiration Date
General Liability	\$750	\$750	10%	N/A	02/25/13
Directors & Officers Liability	\$3,730	\$3,730	10%	N/A	02/11/13

**Please note that the General Liability placement is subject to surplus lines taxes & fees and a \$150 policy fee that are in addition to the premium indicated above.**

Willis negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at: [http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

## COVERAGE SUMMARIES

**Coverage:** General Liability

**Insurer:** Northfield Insurance Company (Non Admitted)

**Best Rating:** A+ XV

**Limits:** General Aggregate (Other than Products/Completed Operations) \$2,000,000  
Products/Completed Operations Aggregate \$2,000,000  
Each Occurrence \$1,000,000  
Personal & Advertising Injury \$1,000,000  
Damage to Premises Rented to You \$ 100,000  
Medical Expense (any one person) \$ 5,000

**Deductible:** Per Claim \$ 0

**Major Conditions and/or Exclusions (see quote for complete listing):**

Commercial General Liability Coverage Form (Occurrence Version) –  
CG 00 01  
Exclusion – New Entities  
Contractual Liability Limitation  
Limitation of Coverage to Designated Premises or Project  
Limitation - Classification  
Exclusion – Aircraft, Auto or Watercraft  
Exclusion – Real Estate Development Activities  
Amendment – Non-Renewal  
Combination Endorsement Personal and Advertising Injury Liability  
Combination Endorsement Bodily Injury and Property Damage Liability  
Amendment – Minimum Earned Premium  
Exclusion – Tree Stand or Raised Platform  
Exclusion – Professional Services  
Total Pollution Exclusion with Exceptions for Building Heating, Cooling  
or Dehumidifying Equipment and Hostile Fire  
Exclusion – Punitive or Exemplary Damages  
Exclusion – Independent Contractors  
Amendment – Deposit Premium and Minimum Premium – Minimum  
Earned premium of 25% applies in the event of cancellation.  
Policy Fee is fully earned at inception.  
Exclusion – Injury to Employees, Workers or Contracted Persons of  
Insureds or Contracted Organizations  
Terrorism Risk Insurance Act of 2002 Disclosure

**Rate:** \$150.034 per Acre

**Exposure:** 5 Acres

**Subjectivities:** Fully completed applications with signatures

**Premium:** \$750 (minimum policy premium) plus \$28.80 Surplus lines taxes & fees and \$150 Policy Fee

**Coverage:** Directors & Officers Liability

**Insurer:** RSUI Indemnity Company

**Best Rating:** A XIII

**Limits:** Aggregate \$1,000,000

**Retentions:** Insuring Agreement A \$ 0  
Insuring Agreement B \$ 10,000  
Insuring Agreement C \$ 10,000

**Major Conditions and/or Exclusions (see quote for complete listing):**

Directors and Officers Liability Form (Not for Profit Organization) –  
RSG 21103  
Amended Settlement Clause – insurer has the right to appoint counsel of  
it's choosing  
Cap on Losses from Certified Acts of Terrorism  
Coverage Extension – Public Officials  
Defense Expense in Addition to the Limit of Liability  
Exclusion – Amended Bodily Injury and Property Damage  
Exclusion – Employment Practices Claim  
Exclusion – Intellectual Property  
Prior and or Pending Litigation Backdated – 02/11/10  
Full Severability  
Predetermined Allocation  
Priority of Payments  
Side A Non-Rescindable Coverage  
Sublimit – Defense of Non-Monetary Damages - \$25,000 per  
claim/\$50,000 aggregate/ \$10,000 SIR  
Three (3) Year Bilateral Discovery Period – 75%, 125%, 150%

**Premium:** \$3,730

## **IMPORTANT NOTICES**

### **INTERMEDIARY / WHOLESALER**

In our search for your insurance coverage we used the following wholesalers:

<b>LINE OF BUSINESS</b>	<b>WHOLESALER</b>
General Liability	Swett & Crawford
Directors & Officers Liability	Crump Insurance Services, Inc.

### **SURPLUS LINES**

The premium quoted for the General Liability insurance is subject to Surplus Lines Tax which is in addition to the premium charged.

## **ORDER TO BIND**

This proposal is presented in conjunction with the Standard Terms and Conditions for Property & Casualty Accounts which is enclosed.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please sign this Order To Bind or contact me by phone or e-mail.

We will communicate your request to the carriers. Once we receive confirmation that coverage has been bound by the carriers, we will send you written notification.

Please bind:

**General Liability**

\_\_\_\_\_Northfield Insurance Company. (10% Commission included) - \$750 + \$28.80  
Surplus Lines Taxes / Fees + \$150.00 Policy Fee = \$928.80

**Directors & Officers Liability**

\_\_\_\_\_RSUI Indemnity Company. (10% Commission included) - \$3,730

**Animal Care Joint Powers Authority**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



# Swett & Crawford

Globally, everything we know goes into everything we do.

Swett & Crawford-San Francisco  
One California Street, Ste 1200  
San Francisco, CA 94111

01/25/2013

Attention: Danlle Kim  
Swett - WH

**Regarding:**  
Animal Care Joint Powers Authority  
351 North Mountain View Ave. Room 302  
San Bernardino, CA 92415

**Quote Number:** XX863601

**Proposed Policy Period:** 02/11/2013 to 02/11/2014

**Quote is valid:** for 30 days.

We are pleased to offer this quotation based upon the application information submitted. The terms and conditions offered may differ from the prior policy and from what was requested in the submission. PLEASE REVIEW THIS QUOTATION CAREFULLY.

**Company:** Northfield Insurance Company

**AM Best Rating A+ XV**

**Coverage Summary:**

Commercial General Liability Coverage Part .....	\$	<u>750.00</u>
PREMIUM TOTAL	\$	<u>750.00</u>
Stamping Fee	\$	<u>1.80</u>
Surplus Lines Tax	\$	<u>27.00</u>
Policy Fee	\$	<u>150.00</u>
<b>TOTAL</b>	\$	<u><b>928.80</b></u>

Minimum earned premium of 25% of the policy premium applies in the event of cancellation.  
Policy Fee is fully earned at inception.

**Classifications:**

**Location # 001 351 North Mountain View Ave. Room 302, San Bernardino, CA 92415**  
49451

Vacant Land - For Profit. - Products-completed operations are subject to General Aggregate Limit.

Premium Base: Each Acre - 5  
Premises/Operations: Rate: 150.034 Premium: \$750  
Products/Completed Operations: Included in General Aggregate

**Liability Limits and Deductibles:**

**General Liability**

Each Occurrence Limit	\$	<u>1,000,000</u>	
Damage To Premises Rented To You Limit	\$	<u>100,000</u>	Any One Premises
Medical Expense Limit	\$	<u>5,000</u>	Any One Person
Personal and Advertising Injury Limit	\$	<u>1,000,000</u>	Any One Person or Organization
General Aggregate Limit	\$	<u>2,000,000</u>	
Products/Completed Operations Aggregate Limit	\$	<u>2,000,000</u>	

**General Liability Deductible**

No deductible applies.

**Conditions:**

QUOTE, TERMS AND CONDITIONS ARE SUBJECT TO VOID OR CHANGE BASED ON RECEIPT AND FAVORABLE REVIEW OF ALL SUBJECTIVITY ITEMS PRIOR TO BIND INCLUDING BUT NOT LIMITED TO.

**Conditions:**

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN 30 DAYS OF BINDING UNLESS OTHERWISE SPECIFIED.

1. COMPLETED, SIGNED & DATED ACORDS.
2. SLA & DILIGENT SEARCH REPORT.

**Commission: 10%**

**Quoted By:** Allen M. Berroya

Phone Number: 415-951-8415

Email Address: allen\_berroya@swett.com

**Attachments:**

CG 00 01 (12/07)	General Liability Coverage Form
CG 21 36 (03/05)	Exclusion - New Entities
CG 21 39 (10/93)	Contractual Liability Limitation
CG 21 44 (07/98)	Limitation of Coverage to Designated Premises or Project
CG 32 34 (01/05)	California Changes
IL 00 17 (11/98)	Common Policy Conditions
IL 00 21 (09/08)	Nuclear Energy Liability Exclusion Endorsement
N-3384 (7/08)	Important Notice - Producer Compensation
S1-IL (9/05)	Commercial Insurance Policy
S1D-ILS (9/05)	Schedule of Forms and Endorsements
S1030-IL (7/08)	Service of Suit
S17-CG (7/09)	Limitation - Classification
S2582-CG (5/08)	Exclusion - Aircraft, Auto or Watercraft
S2608-CG (1/03)	Exclusion - Real Estate Development Activities
S2612-CG (12/11)	Amendment - Non-Renewal
S2618-IL (1/08)	Terrorism Risk Insurance Act of 2002 Disclosure
S2621-CG (1/08)	Cap on Losses From Certified Acts of Terrorism
S2623-CG (9/11)	Combination Endorsement Personal and Advertising Injury Liability
S267-CG (9/11)	Combination Endorsement Bodily Injury and Property Damage Liability
S2765-IL (5/06)	Amendment - Minimum Earned Premium
S2872-CG (2/10)	Exclusion - Tree Stand or Raised Platform
S311-CG (3/11)	Exclusion - Professional Services
S42-CG (2/09)	Total Pollution Exclusion with Exceptions for Building Heating, Cooling or Dehumidifying Equipment and Hostile Fire
S43-CG (10/04)	Exclusion - Punitive or Exemplary Damages
S46-CG (6/99)	Exclusion - Independent Contractors
S56-CG (10/04)	Amendment - Deposit Premium and Minimum Premium
S94-CG (10/08)	Exclusion - Injury to Employees, Workers or Contracted Persons of Insureds or Contracted Organizations
	Important Notice - Producer Compensation
	Swett Disclosure - Underwriting Quote
	Federal Terrorism Risk Insurance Act Disclosure

## PROPOSAL DISCLOSURE/COVERAGE DISCLAIMER

### Proposal Disclosure Wording:

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY NORTHLAND INSURANCE COMPANIES. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE QUESTIONS, PLEASE CONTACT YOUR INSURANCE REPRESENTATIVE.

### Coverage Disclaimer:

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY NORTHLAND INSURANCE COMPANIES. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

## Swett Disclosure - Underwriting Quote

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. THIS QUOTATION FOR COVERAGE MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request. As the retail producer, if you choose to deliver documents electronically to the insured, you acknowledge that you have obtained the consent of the insured in accordance with applicable law.

N-3672 (10/11)

## **IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE**

For information about how Northfield compensates its agents, brokers and program managers, please visit this website:

[http://www.northlandins.com/Producer\\_Compensation\\_Disclosure.asp](http://www.northlandins.com/Producer_Compensation_Disclosure.asp)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Northfield Insurance Company, c/o Law Department, 385 Washington St., St. Paul, MN 55102.

N-3384 (7/08)

**Terrorism Risk Insurance Act of 2002 Disclosure**

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for coverages is included in the total premium for each coverage indicated in the premium schedule. The charge for each coverage is indicated below and/or on the premium schedule and does not include any charges for the portion of losses covered by the federal government under the Act.

Coverage	Included Charge For Insured Losses
Commercial Property Coverage	<p>[3%] [7%] of the Commercial Property Coverage premium</p> <p>* If the primary location is in a Designated City (as listed below), choose 7%</p> <p>* If the primary location is <u>not</u> in a Designated City (as listed below), choose 3%</p>
Commercial General Liability Coverage or any other commercial liability coverage (other than commercial auto liability and professional liability) including, but not limited to, Owners and Contractors Protective Liability, Liquor Liability, Pollution Liability, Products/Completed Operations Liability, and Employment Related Practices Liability and Excess (Umbrella) Liability	1% of the total Commercial Liability Coverage premium
Commercial Inland Marine Coverage	1% of the total Commercial Inland Marine Coverage premium

**Designated Cities are:**

Albuquerque, NM	El Paso, TX	Miami, FL	San Antonio, TX
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Diego, CA
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charolotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	

**NOTICE:**

**1. THE INSURANCE POLICY THAT YOU [HAVE PURCHASED] [ARE APPLYING TO PURCHASE] IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**

**2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**

**3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**

**4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT [WWW.NAIC.ORG](http://WWW.NAIC.ORG).**

**5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**

**6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED**

**STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**

**7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**

**8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

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

**Insured: \_\_\_\_\_**

**D-1 (Effective July 21, 2011)**



January 29, 2013

**RE: Directors and Officers Liability Indication**

**Submission Number:** 242858  
**Renewal of:** NHP645079  
**Company:** RSUI Indemnity Company - (Best rating: A XIII)  
**Insured:** **Animal Care Joint Powers Authority (JPA)**  
**San Bernardino, CA**

**Policy Dates:** February 11, 2013 - February 11, 2014

**Form:** RSG 211003 0609 Directors and Officers Liability Policy - Not For Profit Organization - 2009

**Limit:** \$1,000,000

**Retention (each loss):**

**Insuring Agreement A:** \$0  
**Insuring Agreement B:** \$10,000  
**Insuring Agreement C:** \$10,000  
**Employment Practices Claim:** Not Covered

**Policy Attachments**

- RSG 204091 1210 Amended Settlement Clause
- RSG 203005 0611 California Changes - Cancellation and Nonrenewal
- RSG 204081 0108 Cap on Losses From Certified Acts of Terrorism
- RSG 214038 0204 Coverage Extension - Public Officials
- RSG 214039 0911 Defense Expense in Addition to the Limit of Liability
- RSG 204123 0108 Disclosure Pursuant to Terrorism Risk Insurance Act
- RSG 216014 0609 Exclusion - Amended Bodily Injury and Property Damage
- RSG 206057 0808 Exclusion - Employment Practices Claim
- RSG 206063 0204 Exclusion - Intellectual Property
- RSG 206071 0204 Exclusion - Prior and or Pending Litigation Backdated - 2/11/2010
- RSG 214044 0204 Full Severability
- RSG 204132 0205 Predetermined Allocation
- RSG 204136 0606 Side A Non-Rescindable Coverage
- RSG 204113 0210 Sublimit - Defense of Non - Monetary Damages - \$25K per Claim / \$50K Aggregate; \$10K SIR
- RSG 207002 0204 Three (3) Year Bilateral Discovery Period - 1 yr (75%), 2 yrs (125%), 3 yrs (150%); 30 days

Premium Amount

<b>Premium:</b>	<b>\$3,730.00</b>
<b>Gross Premium:</b>	<b>\$3,730.00</b>

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Indication is valid until 02/11/2013.

We greatly appreciate your business.



# ACORD™ COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE  
January 29, 2013

PRODUCER  Willis Insurance Services of California 18101 Von Karman Suite 600 Irvine, California 92612	PHONE (A/C, No., Ext.):	CARRIER	NAIC CODE:	UNDERWRITER
CODE:	SUB CODE:	POLICIES OR PROGRAM REQUESTED		
AGENCY CUSTOMER ID		INDICATE SECTIONS ATTACHED <input type="checkbox"/> PROPERTY <input type="checkbox"/> GLASS AND SIGN <input type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS <input type="checkbox"/> CRIME/MISCELLANEOUS CRIME <input type="checkbox"/> TRANSPORTATION/MOTOR TRUCK CARGO <input type="checkbox"/> EQUIPMENT FLOATER <input type="checkbox"/> INSTALLATION/BUILDERS RISK <input type="checkbox"/> ELECTRONIC DATA PROC <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> TRUCKERS/MOTOR CARRIER <input type="checkbox"/> GARAGE AND DEALERS <input type="checkbox"/> VEHICLE SCHEDULE <input type="checkbox"/> BOILER & MACHINERY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/> UMBRELLA		

STATUS OF SUBMISSION			PACKAGE POLICY INFORMATION				
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY		ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES OR FOR MONOLINE POLICIES.				
<input type="checkbox"/> BOUND (Give Date and/or Attach Copy)			PROPOSED EFF. DATE	PROPOSED EXP. DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
DATE	TIME	AM PM	02/11/13	02/11/14	<input type="checkbox"/> DIRECT BILL <input checked="" type="checkbox"/> AGENCY BILL		

APPLICANT INFORMATION		
NAME (First Named Insured & Other Named Insureds)  Animal Care Joint Powers Authority	FEIN OR SOC SEC # (of First Named Ins): PHONE (A/C, No, Ext.): 909-387-9152	MAILING ADDRESS INCL. ZIP+4 (of First Named Insured)  351 North Mountain View Avenue Room 302 San Bernardino, CA 92415-0003

<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SUBCHAPTER "S" CORP	<input type="checkbox"/> NOT FOR PROFIT ORG	CR BUREAU NAME	ID NUMBER	YEAR BUS STARTED 4
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> LIMITED CORP				
INSPECTION CONTACT  Brian M. Cronin		PHONE (A/C, No., Ext.): 909-387-9152	ACCOUNTING RECORDS CONTACT  Brian M. Cronin		PHONE (A/C, No., Ext.): 909-387-9152	

PREMISES INFORMATION							
LOC #	BLDG #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YEAR BUILT	PART OCCUPIED	
01	01	351 North Mountain View Avenue Room 302 San Bernardino, CA	<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT			
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT			
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT			

**NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)**  
JPA formed to provide shared animal care and control services. Still in planning stages.

GENERAL INFORMATION							
EXPLAIN ALL "YES" RESPONSES		YES	NO	EXPLAIN ALL "YES" RESPONSES		YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment.)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. ANY CATASTROPHE EXPOSURE?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>				
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? NOT APPLICABLE IN MO.		<input type="checkbox"/>	<input checked="" type="checkbox"/>				

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR; IN, ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED).

APPLICANT'S SIGNATURE	PRODUCER'S SIGNATURE
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**PRIOR CARRIER INFORMATION**

LINE	CATEGORY						
G E N E R A L  C O M M E R C I A L  L I M I T S	CARRIER						
	POLICY NUMBER						
	POLICY TYPE	<input type="checkbox"/> CLAIMS <input type="checkbox"/> OCCURRENCE MADE					
	RETRO DATE						
	EFF-EXP DATE						
	GENERAL AGGREGATE						
	PRODUCTS COMP OP AGGREGATE						
	PERSONAL & ADV INJ						
	EACH OCCURRENCE						
	FIRE DAMAGE						
	MEDICAL EXPENSE						
	BODILY INJURY	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> AGGREGATE					
	PROPERTY DAMAGE	<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> AGGREGATE					
	COMBINED SINGLE LIMIT						
	MODIFICATION FACTOR						
TOTAL PREMIUM							
A U T O M O B I L I T Y	CARRIER						
	POLICY NUMBER						
	POLICY TYPE						
	EFF-EXP DATE						
	COMBINED SINGLE LIMIT						
	BODILY INJURY	<input type="checkbox"/> EA PERSON <input type="checkbox"/> EA ACCIDENT					
	PROPERTY DAMAGE						
	MODIFICATION FACTOR						
	TOTAL PREMIUM						
	P R O P E R T Y	CARRIER					
POLICY NUMBER							
POLICY TYPE							
EFF-EXP DATE							
<input type="checkbox"/> BUILDING AMT							
<input type="checkbox"/> PERS PROP AMT							
MODIFICATION FACTOR							
TOTAL PREMIUM							
	CARRIER						
	POLICY NUMBER						
	POLICY TYPE						
	EFF-EXP DATE						
	LIMIT						
	MODIFICATION FACTOR						
TOTAL PREMIUM							

**LOSS HISTORY**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)  CHECK HERE IF NONE  SEE ATTACHED LOSS SUMMARY

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
						<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED
						<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED

REMARKS NOTE: FIDELITY REQUIRES A FIVE-YEAR LOSS HISTORY

**NOTICE OF INSURANCE INFORMATION PRACTICES**

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

# ACORD <sup>TM</sup> COMMERCIAL GENERAL LIABILITY

DATE  
1/29/13

PRODUCER	PHONE (A/C, No., Ext.):	APPLICANT (First Named Insured) Animal Care Joint Powers Authority			
Willis Insurance Services of California 18101 Von Karman Ave, #600 Irvine, CA 92612		EFFECTIVE DATE	EXPIRATION DATE	<input type="checkbox"/> DIRECT BILL	PAYMENT PLAN
		02/11/13	02/11/14	<input checked="" type="checkbox"/> AGENCY BILL	AUDIT
CODE:	SUB CODE:	FOR COMPANY USE ONLY			
AGENCY CUSTOMER ID:					

COVERAGES	LIMITS		
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$2,000,000	PREMIUMS
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$2,000,000	PREMISES/OPERATIONS
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE	PERSONAL & ADVERTISING INJURY	\$1,000,000	
<input type="checkbox"/>	EACH OCCURRENCE	\$1,000,000	PRODUCTS
DEDUCTIBLES	DAMAGE TO RENTED PREMISES (each occurrence)	\$100,000	
<input type="checkbox"/> PROPERTY DAMAGE \$	MEDICAL EXPENSE ( Any one person)	\$5,000	OTHER
<input type="checkbox"/> BODILY INJURY \$ <input type="checkbox"/> PER CLAIM	EMPLOYEE BENEFITS	\$	
<input type="checkbox"/> \$ <input type="checkbox"/> PER OCCURRENCE		\$	TOTAL

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the Business Auto Section, ACORD 127)

### SCHEDULES OF HAZARDS

LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
						PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
	Nf Profit - Vacant Land	49451	A	5 acres					
	Buidlings or Premises		A	500 sq ft					

**RATING AND PREMIUM BASIS**  
 (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT  
 (A) AREA - PER 1,000/SQ ST (M) ADMISSIONS - PER 1,000/ADM (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)	EMPLOYEE BENEFITS LIABILITY
1. PROPOSED RETROACTIVE DATE:	1. DEDUCTIBLE PER CLAIM: \$
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:	2. NUMBER OF EMPLOYEES:
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	4. RETROACTIVE DATE:

REMARKS	REMARKS
---------	---------

**CONTRACTORS**

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1. DOES APPLICANT DRAW PLAN, DESIGNS, OR SPECIFICATIONS FOR OTHERS?		<input type="checkbox"/>	<input type="checkbox"/>	4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?		<input type="checkbox"/>	<input type="checkbox"/>
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?		<input type="checkbox"/>	<input type="checkbox"/>
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?		<input type="checkbox"/>	<input type="checkbox"/>	6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?		<input type="checkbox"/>	<input type="checkbox"/>
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED		\$ PAID TO SUB-CONTRACTORS		% OF WORK SUBCONTRACTED		# FULL-TIME STAFF:	# PART-TIME STAFF:

**PRODUCTS/COMPLETED OPERATIONS**

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For any present product or operation)		YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?		<input type="checkbox"/>	<input type="checkbox"/>	6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?		<input type="checkbox"/>	<input type="checkbox"/>
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?		<input type="checkbox"/>	<input type="checkbox"/>	7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		<input type="checkbox"/>	<input type="checkbox"/>
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		<input type="checkbox"/>	<input type="checkbox"/>	8. PRODUCTS UNDER LABEL OF OTHERS?		<input type="checkbox"/>	<input type="checkbox"/>
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?		<input type="checkbox"/>	<input type="checkbox"/>	9. VENDORS COVERAGE REQUIRED?		<input type="checkbox"/>	<input type="checkbox"/>
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		<input type="checkbox"/>	<input type="checkbox"/>	10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?		<input type="checkbox"/>	<input type="checkbox"/>

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.

**ADDITIONAL INTEREST/CERTIFICATE RECIPIENT**

ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input type="checkbox"/> CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/> MORTGAGE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/> LIENHOLDER					OTHER:	
<input type="checkbox"/> EMPLOYEE AS LESSOR		ITEM DESCRIPTION:				
<input type="checkbox"/>						

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc.)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. ANY PARKING FACILITIES OWNED/RENTED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. IS A FEE CHARGED FOR PARKING?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. RECREATION FACILITIES PROVIDED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	20. DOES THE BUSINESS' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. IS THERE A SWIMMING POOL ON THE PREMISES?		<input type="checkbox"/>	<input checked="" type="checkbox"/>				
11. SPORTING OR SOCIAL EVENTS SPONSORED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>				

REMARKS

#15 & #16 - All work currently being performed for the JPA is either by County of Town employees

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR, IN DC, LA, ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED)

## **Standard Terms and Conditions for US Property & Casualty Retail Accounts**

Please note the following terms and conditions related to your decision to utilize Willis to purchase insurance coverage, products and/or services:

### **Services and Responsibilities**

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any material changes in your business operations that may affect our services or the insurance coverages we place for you. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the carrier may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.

The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, prepare or forward insurance binders, and review and transmit policies to you.

If your insurance risks are in more than one jurisdiction, we, where required, will liaise between you and insurers to agree how to apportion the premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis is acting in its capacity as an insurance broker. You

should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

We will review all binders, policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

### **Confidentiality**

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you, except as directed by you or stated herein. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We may share this information with other affiliated Willis companies in order to help provide our services and for matters connected with the management, development or operation of our and their business, and to the extent we do so, any such affiliated Willis companies will also keep your information confidential subject to our agreement with you. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. You also agree that we may aggregate and anonymise your information and may disclose to third parties certain anonymised or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an anonymised basis and as part of an industry or sector-wide comparison. In our use of the information that you provide us, we agree that we will comply with all applicable privacy laws, and that we have implemented and

will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

### Carrier Quotes

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

### **Compensation and Disclosure**

Willis is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involved one or more of these activities.

Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Willis negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at: : [http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

WillPLACE, a proprietary online tool, provides Willis brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the

panel process. Your Willis broker will provide you with additional information on Willis Panels upon request.

Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount. The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

### **Premium Financing**

You may choose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available, but where they are, Willis currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

### **Premium Payment/Handling of Funds**

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences

that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds directly to insurers. In other cases we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

### **Surplus Lines Placements**

If a surplus lines, non-admitted and/or non-licensed insurer was used to quote your coverage, their premium rates, coverage terms and policy forms are not regulated by your home state. Their premium is subject to a surplus lines premium tax which is in addition to the premium. In the event of insolvency you will not be indemnified by any state guaranty fund for unpaid claims.

### **Claims**

We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

### **Ethical Business Practice**

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

### **Sanctions**

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

### **Intellectual Property**

Willis shall own and retain all right, title, and interest in and to the following (collectively, "Willis Property"): (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Property are hereby expressly reserved.

### **Electronic Communication**

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

### **Other Agreements**

To the extent there is a conflict between these terms and conditions and a separately negotiated and signed agreement between you and Willis, the relevant portions of the signed agreement will control.

### **Severability**

The provisions of this agreement shall be severable and, in the event any provision or portion of any provision shall be construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

### **Termination**

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

### **Choice of Law**

Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

### **Inquiries and Complaints**

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

