

## AGREEMENT

This Services Agreement (the "Agreement") made this 21<sup>st</sup> day of June by and between Lexington Fayette Urban County Government, having a business address at 200 East Main Street, Lexington, KY 40507, ("LFUCG") and Meijer Great Lakes Limited Partnership dba Meijer Pharmacy Division having a business address at 2929 Walker Ave, NW Grand Rapids, MI 49544("Pharmacy").

## RECITALS

- A. Pharmacy is a retail pharmacy licensed and engaged in the business of providing pharmaceutical services, including the supplying of prescription and non-prescription drugs, medications, biologicals, and other pharmaceutical services, including vaccinations.
- B. LFUCG desires to provide its designated employees the opportunity to obtain certain vaccinations from Pharmacy.
- C. Pharmacy has provided LFUCG with satisfactory evidence that vaccinations will be administered by immunization certified professionals, under a signed protocol as required by KRS 315.010.
- D. LFUCG is willing to provide authorization to Pharmacy to administer vaccinations through the Pharmacy's vaccination program in furtherance of safeguarding and protecting the health of the employees of LFUCG, subject to the terms and conditions of this Agreement.
- E. The parties desire to reduce the agreement for vaccination services to writing.

**NOW, THEREFORE**, in consideration of the covenants and conditions expressed herein, the parties agree as follows:

### 1. Services.

(a) LFUCG authorizes Pharmacy to administer vaccinations to eligible employees. Pharmacy will provide and administer IIV3 influenza vaccinations to LFUCG eligible employees during the 2016-2017 flu seasons for \$15.00 per vaccination for service.

(b) Pharmacy will administer vaccinations to LFUCG eligible employees **18 years** of age or older, and have completed and executed an Influenza Immunization Consent Form. Vaccinations are subject to availability and delivery of vaccine to Pharmacy. Priority may be given to fire, police and other first responders. Vaccinations will be provided and administered in accordance with Center of Disease Control (CDC) guidelines and Pharmacy protocol. Eligible employees may be subject to tiered prioritization if suggested by the CDC in event of any vaccination shortage.

(c) LFUCG employees should inform Pharmacy that they are pregnant at the time of the vaccination.

(d) LFUCG employees may be referred to their primary care physician if they have a history of serious adverse reactions to previous vaccinations or other medical indication or condition that would require attention by a physician (e.g. moderate to acute illness). Pharmacy will inform employees that they must remain near the vaccination area for 20 minutes after receiving vaccination to see if an adverse reaction occurs.

(e) Vaccinations will be administered during normal business hours in the designated pharmacy (s) or at other sites mutually agreeable to LFUCG and Pharmacy.

(f) LFUCG has procedures in place to identify employees eligible to receive influenza vaccinations by Pharmacy. A qualifying, eligible LFUCG employee will provide and present an LFUCG employee badge to the Meijer Pharmacy staff and the employee ID number is documented.

2. **Invoices.** Pharmacy will invoice LFUCG monthly for all vaccinations provided to eligible employees during the previous month. LFUCG agrees to pay each invoice in full, net 30 days from the date of each invoice.

3. **Representations and Warranties.** Pharmacy represents and warrants that the vaccinations provided to LFUCG shall be provided and administered in accordance with currently accepted professional principles and conformance with the regulations of the applicable state board of pharmacy and department of health, including the appropriate accessory and cautionary instructions, and the expiration date when applicable.

4. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 3, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED.

5. **Term and Termination.**

(a) The initial term of this Agreement shall commence as of the date written above and shall continue in full force and effect until terminated as set forth herein. This Agreement may be terminated by either party at any time for any or no reason upon written notice to the other party.

(b) Except as otherwise provided in this Agreement, following the effective date of termination of this Agreement, the provisions of this Agreement shall be of no further force or effect; provided, however, that each party to this Agreement shall remain liable for any obligations or liabilities arising prior to the effective date of termination.

## **6. Indemnification.**

(a) To the extent allowed by law, LFUCG agrees to indemnify, defend and hold Pharmacy harmless from and against all claims and judgments of every kind or character, including without limitation any penalty, fine, or liability resulting from any violation of local, state and federal laws, regulations and interpretations, that may be made against it resulting from, or arising out of, a breach by LFUCG of the terms of this Agreement and agrees to pay to Pharmacy all costs, damages and monies that Pharmacy may incur in defending against such claims or judgments, including all expenses and attorney, accountant and expert witness fees and all costs of discovery, litigation, settlement, investigation and negotiations. In no event will LFUCG's indemnification act as a waiver of any defense, immunity or damage limitation LFUCG may otherwise have available as to third parties.

(b) Pharmacy agrees to indemnify, defend and hold LFUCG harmless from and against all claims and judgments of every kind or character, including without limitation any penalty, fine, or liability resulting from any violation of local, state and federal laws, regulations and interpretations, that may be made against it resulting from, or arising out of, a breach by Pharmacy of the terms of this Agreement, and agrees to pay to LFUCG all costs, damages and monies that LFUCG may incur in defending against such claims or judgments, including all expenses and attorney, accountant and expert witness fees and all costs of discovery, litigation, settlement, investigation and negotiations.

Pharmacy further agrees to indemnify, hold harmless and defend LFUCG from and against any and all claims which may be asserted by any other persons, parties, entities, companies, firms or corporations against LFUCG in any way arising out of Pharmacy's, its officers', employees' or agents' conduct.

Each party agrees to promptly notify the other of any claim or demand missing under this Agreement for which any indemnification is sought hereunder. This section shall survive termination and expiration of this Agreement.

## **7. Liability Insurance.**

(a) **LFUCG Insurance.** LFUCG shall maintain, at its expense, throughout the term of this Agreement, policies of liability insurance with minimum limits of \$1 million per occurrence and \$3 million annual aggregate. LFUCG is Self Insured and the Fund is certified by the Commonwealth of Kentucky. A copy of the self insurance master contract is attached as Exhibit A.

(b) **Pharmacy Insurance.** Pharmacy shall maintain, at its expense, throughout the term of this Agreement, policies of professional and general liability, malpractice, and errors and omissions insurance with minimum limits of \$1 million per occurrence and \$3 million annual aggregate. If any such policies are of the "claims made" type, then the insured party shall purchase an extended reporting endorsement ("tail coverage") or shall obtain "prior acts" coverage upon any change in carrier so that coverage for acts and omissions during the term of this Agreement is maintained as on an occurrence basis.

**8. Change of Law.** In the event of a change in the law, regulations or the official interpretations thereof which materially affects the ability of either party to perform its obligations hereunder or materially affects the economics of the relationship hereby created, the affected party

may give written notice to renegotiate to the other party. The parties will then proceed to negotiate in good faith to reform this Agreement to meet the requirements of such change. If the parties fail to agree on such a reformation within 30 days of the notice to renegotiate, either party may terminate this Agreement by written notice to the other party.

**9. Confidentiality.** All information and materials provided by either party to the other party shall remain proprietary to the disclosing party, so long as it is not otherwise available to the general public. Neither party shall disclose any of such information or materials or use them except as may be required to perform obligations hereunder or as required by law. Neither party shall use any of the information or materials described above or any trademark or service mark of the other without the prior written consent. Each party shall cease any and all usage of proprietary information, trademarks and service marks immediately upon termination of this Agreement.

The parties shall maintain the confidentiality of all records and information relating to vaccinations received by eligible employees and only release such records and information in accordance with this Agreement or as required by applicable law or governmental order. However, LFUCG shall remain free to provide any documents that it is required to provide by law pursuant to the Kentucky Open Records Act.

**10. Notices.** Any notices to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return requested. Mailed notices shall be addressed to the parties at the address appearing below. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing. Either party may change its address above by written notice in accordance with this section.

**If to Pharmacy:**

Meijer Pharmacy  
Attn: Holly VanLente  
2929 Walker Ave, NW  
Grand Rapids, MI 49544

**If to LFUCG:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Force Majeure.** Force Majeure shall mean any event or condition, not existing as of the effective date of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State of governmental action, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion. Following written notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended due to Force Majeure, the other party may suspend the performance of all or part of its obligations hereunder to the extent that such suspension is

commercially reasonable.

12. **Effect of Delay and Waiver.** No delay or failure by either party to enforce any of the provisions of this Agreement, or to exercise any right herein granted, shall be deemed a waiver thereof or limitation in any respect on the right of the other party thereafter to enforce all provisions of this Agreement and to exercise any such right. Any of the terms and conditions of this Agreement may be waived at any time, and from time to time, in writing by the party entitled to the benefit thereof without affecting any other terms and conditions of this Agreement. The waiver by either party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the state of Kentucky without regard to conflict of laws provisions.

14. **Invalidity of Provisions.** Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

15. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other, except that Pharmacy may assign its rights and obligations under the Agreement to any entity that controls, is controlled by, or is under common control with Pharmacy.

16. **Independent Contractor.** None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship among the parties other than that of independent entities contracting solely for the purpose of implementing the provisions of this Agreement. Neither party shall be responsible for or have control over the means, method or manner the services hereunder are provided. Neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other, nor will either party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

17. **Survival.** The terms contained in this Agreement which by their nature are intended to survive termination, shall survive termination of this Agreement.

18. **Headings.** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provisions of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

20. **Entire Agreement.** This Agreement, including the introductory sentence, any exhibits attached hereto, and amendments that may be executed by both authorized representatives of both parties in the future, sets forth the entire understanding and agreement between the parties with

reference to the subject matter hereof and may not be altered, amended or modified without the consent of both parties.

21. **Availability.** The parties agree that Pharmacy's duty to provide vaccinations is subject to the availability of the vaccine. Should the vaccine become unavailable, Pharmacy will not be required to provide vaccinations pursuant to this Agreement. Furthermore, Pharmacy will have no liability to LFUCG should the unavailability of the vaccine prevent Pharmacy from performing under this Agreement. The failure of Pharmacy to provide vaccinations due to the lack of vaccine will not result in a penalty and will not constitute a breach of this Agreement by Pharmacy and relieves Pharmacy's obligations pursuant to this Agreement to provide Services. In the event it is impossible for the Meijer Pharmacy to provide the vaccinations due to unavailability of the vaccine, it will notify the Human Resources Manager for Total Rewards by certified letter. This certified letter will indicate unavailability of the vaccine, and the reason for unavailability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Holly C. VanLent  
**Meijer Great Lakes Limited Partnership**  
**dba Meijer Pharmacy**  
By: Holly C VanLent  
Name: Holly C VanLent  
Title: Manager Third Party Programs  
Date: 6/21/2016

\_\_\_\_\_  
**LFUCG**  
By: Jim Gray  
Name: Jim Gray  
Title: Mayor  
Date: 5-Jul-2016

CONTRACT #2291

# EXHIBIT A

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT  
PROPERTY AND CASUALTY  
SELF-INSURANCE POLICY**

POLICY NO. S.I. 1174-914-88

INSURED: LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT

ORIGINAL DATE OF ISSUE: 7-1-85  
12:01 AM Local Standard Time  
Renewal date: 7/1/2015 to 7/1/2016

**PREPARED BY:** Lexington-Fayette Urban County Government  
Division of Risk Management

## PROPERTY AND CASUALTY SELF-INSURANCE POLICY

**THE INSURER:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION  
OF RISK MANAGEMENT SELF-INSURANCE FUND AND ANY  
INVOLVED RE-INSURERS

**PORTION  
OR  
AMOUNT:** 100%

This Insurance provides the following coverages:

**SECTION I:** PROPERTY COVERAGES

- A. ALL REAL AND PERSONAL PROPERTY
- B. AUTOMOBILE AND MOBILE EQUIPMENT PHYSICAL  
DAMAGE

**SECTION II:** BOILER AND MACHINERY

- C. BOILER AND MACHINERY

**SECTION III:** WORKERS' COMPENSATION

- D. WORKERS' COMPENSATION
- E. EMPLOYER'S LIABILITY

**SECTION IV:** LIABILITY COVERAGES

- F. COMPREHENSIVE GENERAL LIABILITY
- G. COMPREHENSIVE AUTOMOBILE LIABILITY
- H. PUBLIC OFFICIALS LIABILITY

**SECTION V:** CRIME, MONEY AND SECURITIES

- I. MONEY AND SECURITY (WITHIN PREMISES)
- J. MONEY AND SECURITIES (OUTSIDE PREMISES)
- K. COMMERCIAL BLANKET BOND
- L. DEPOSITORS FORGERY
- M. FAITHFUL PERFORMANCE



## DECLARATIONS

**NAMED**

**ASSURED:** Lexington-Fayette Urban County Government for Sections I, II, III and IV. Lexington-Fayette Urban County Government Section IV for cost of defense only unless defense of Sovereign Immunity is not applicable. The Assured for Section IV is as defined in the General Insurance Agreements, Section II Name of Assured.

**LIMITS:**

**SPECIFIC:**

SECTION I:  
PROPERTY

\$5,000,000 each and every occurrence.

SECTION II:  
BOILER

\$5,000,000 each and every occurrence.

SECTION III:  
WORKERS'  
COMPENSATION

Coverage D: Statutory per occurrence not to exceed aggregate of \$5,000,000.  
Coverage E: \$5,000,000 any one occurrence

SECTION IV:  
LIABILITY  
COVERAGES

\$5,000,000 any one occurrence Combined Single Limit  
Coverages F, G. \$5,000,000 each claim combined single limit as respect to Coverage H.

SECTION V:  
CRIME, MONEY  
AND SECURITIES

\$5,000,000 any one claim

In the event of a claim involving more than one section of coverage, the limits of per occurrence are subject to an overall aggregate limit each policy year as provided in the following schedule:

**LIMITS**

**AGGREGATE**

**POLICY YEAR**

**AGGREGATE LIMITS OF COVERAGE**

7-1-85 – 7-1-86  
7-1-86 – 7-1-87

\$2.4 million  
\$1.6 million

Each Year Thereafter

An amount as requested by the Division of Risk Management and approved by the Mayor and Council of the Lexington-Fayette Urban County Government budgetarily, but never less than the value of expected losses for the policy period as computed by the Division of Risk Management plus all administrative and operations expenses as recognized in Account 481 for the Division of Risk Management.

**PREMIUM:**

**POLICY YEAR**

**PREMIUM**

7-1-85 – 7-1-86

Amount of budget of Lexington-Fayette Urban County Government Division of Risk Management to

include payment of projected incurred losses, administrative and operations expenses and cost of any re-insurance.

7-1-86 – 7-1-87

Amount of budget of Lexington-Fayette Urban County Government Division of Risk Management to include payment of projected incurred losses, administrative and operations expenses and cost of any re-insurance.

Each Year Thereafter

Amount of Budget as requested by Risk Management and approved by the Mayor and Council of the Lexington-Fayette Urban County Government, but never less than the value of expected losses for the policy period as computed by the Division of Risk Management, plus all administrative and operations expenses as recognized in Account 481 for the Division of Risk Management.

**PREMIUM REFUNDS:**

Premium Refunds shall be made to the Named Assured after actuarial analysis has determined the Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund is actuarially sound and does not need the entire premium made to date to maintain the financial integrity of the Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund.

The refunds are to be made available only after the interest earned on investments by the Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund is equal to or exceeds the computed premium for a given policy period.

**PERIOD:**

**POLICY YEAR**

**POLICY PERIOD**

7-1-85 – 7-1-86

July 1, 1985, 12:01AM LST – July 1, 1986, 12:01AM LST

7-1-86 – 7-1-87

July 1, 1986, 12:01AM LST – July 1, 1987, 12:01AM LST

Each Year Thereafter

July 1, beginning policy year – July 1, ending policy year 12:01AM EST both days

## GENERAL INSURANCE AGREEMENTS

I. POLICY YEAR

The term "each policy year" wherever used herein shall mean the period July 1, 1985 to July 1, 1986 of the following year, 12:01AM Local Standard Time both days, and each consecutive period of 12 months thereafter.

II. NAME OF ASSURED

It is agreed that the unqualified word "**ASSURED**" wherever used in this Insurance includes not only the Named Assured, but also:

- A. Any officer, Board, employee, volunteer, servant, elected or appointed official, agent, individually or collectively while acting in their official capacity or in the scope of their duties on behalf of the Lexington-Fayette Urban County Government and who are in a direct line of supervision to the Mayor and/or Council. Any person, organization, board, trustee, agent or estate to whom the Named Assured is obligated by virtue of written contract or agreement to provide such Insurance because coverage is determined to be in the public interest and coverage as such is offered by this Insurance and is documented by a RM 310 Indemnification Agreement.
  
- B. Under Section IV, Coverage G Comprehensive Automobile Liability, any assured while using an owned automobile or hired automobile and any person or organization legally responsible for the use thereof, (provided the actual use of the automobile is by the Assured or with the Named Assured's permission) any Assured with respect to the use of non-owned automobile in the business of the Named Assured. This Insurance with respect to any person or organization other than the Named Assured does not apply:
  - 1. to any person or organization, or to any agent or employees thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any accident arising out of the operation thereof;
  - 2. to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer;
  - 3. (with respect to any hired automobile), to the owner or a lessee thereof, other than the Named Assured, nor to any agent or employee of such owner or lessee;
  - 4. to personal automobiles owned by employees, except where used within official scope of duties and then only as excess over other valid and collectable coverage.

The inclusion hereunder of more than one Assured shall not operate to increase the Insurer's Limit of Liability.

III. TERRITORY

This Insurance applies worldwide.

#### IV. RISK MANAGEMENT SERVICES

The Insurer agrees to provide all Risk Management Services as follows:

- A. This Insurance is issued to the Assured on the express condition that Risk Management Services, including but not limited to loss control, claims administration, record-keeping and reporting are to be provided by the Lexington-Fayette urban County Government Division of Risk Management in accordance with the Division of Risk Management Policies and Procedures Manual.
- B. The Following duties shall be performed by the Insurer:
  - 1. Investigate and settle or defend all claims or losses. It is understood that when so requested the Insurer will afford an opportunity to be associated with the Assured in the defense or control of any claim, suit or proceeding.
  - 2. Maintenance of accurate records of all details incidental to payments.
  - 3. Furnish inspection and safety engineering service.
  - 4. Furnish monthly claims records on an approved form.
- C. These services shall be supplemented by additional review and consultation services of Claims Administration and Loss Control firms of either regional or national prominence as follows:
  - 1. Loss control audits, consultation reviews and recommendations shall be provided by an independent firm to assure that adequate loss prevention and loss control measures are taken by the Assured.
  - 2. Third-party Claims Administration Services shall be provided by an independent firm and include at least claims audit, review and appropriate recommendations, as well as individual claims administration consultation as requested, and computerized monthly reporting to assure that the Claims Administration by the Insurer is done in accordance with accepted general industry standards and practices.
- D. The Assured agrees to pay, as a part of the premium charged by the Insurer, all expenses related to independent loss control services and Third-party Claims Administration, and the Assured further agrees to make a good faith effort to comply with all safety and loss control recommendations made pursuant to the terms and conditions of this Agreement.

The acceptance of these services to the conclusion of all liabilities hereunder shall be a precedent to any liability which may attach to the Insurer in accordance with the terms and conditions of this Insurance.

#### V. PROCEDURE FOR ENDORSEMENT OF POLICY S.I. 1174-914-88 AND RENEWALS

Endorsements changing or correcting this policy of Insurance shall be made only with the approval of the Lexington-Fayette Urban County Government Council and then

only after a review has been made by the Division of Risk Management to determine the feasibility of the change.

All endorsements hereto shall be made on form RM 275.

## GENERAL CONDITIONS

### (Except As May Be Modified Within A Coverage)

I. SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

II. INSPECTIONS, AUDIT AND VERIFICATION OF VALUES

The Insurer or their duly authorized representatives shall be permitted at all reasonable times during the continuance of this Insurance, to inspect the premises used by the Assured and to examine the Assured's books or records so far as they relate to coverage afforded by this Insurance. This Insurance is not subject to audit premium.

III. RECORDS

It is hereby understood and agreed that the records and books as kept by the Assured shall be acceptable to the Insurer in determining the amount of loss or damage covered hereunder.

IV. DUE DILIGENCE

The Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.

V. CANCELLATION

This Insurance may be cancelled as of any anniversary date, by the Named Assured, only after Mayoral and Council approval as documented by ordinance. The cancellation shall be preceded by written notice to any Involved Re-Insurer at least ninety (90) days prior to any anniversary cancellation date.

VI. PREMIUM PAYMENT

Premium payment is due in accordance with the schedule provided by the Insurer.

VII. CURRENCY

The Premium and losses under this Insurance are payable in U.S. currency.

VIII. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy and insolvency of the Assured or any entity comprising the Named Assured, the Insurer shall not be relieved of the payment of any claims hereunder because of such bankruptcy or insolvency

IX. OTHER INSURANCE

If the Assured has other Insurance against loss covered by this Insurance, the Insurer shall be liable, under the terms of this Insurance, only as excess of valid and collectable coverage provided by such other Insurance, and no monies payable or

collectable from such other Insurance shall accrue in the aggregate loss fund of this Insurance.

X. MORTGAGE CLAUSE

The interest of any creditor, lienholder, or mortgagor on property covered hereunder is included as if a separate endorsement were attached hereto to the extent of the amount of mortgage as of the date of loss subject to the limits of liability set forth in this Insurance.

XI. CLAIMS (NOTICE OF OCCURRENCE)

The Assured shall immediately notify the Insurer, at the Division of Risk Management, 121 N. Martin Luther King Blvd., Room 200, Lexington, Kentucky 40507, (in accordance with existing Insurer's Policies and Procedures Manual) of any occurrence, the cost of which is likely to result in payment by the Insurer under this Insurance or whenever the Insured has information for which the Assured may reasonably conclude that an occurrence, under Section IV Liability Coverages of this Insurance, involves injury or damage. Involved Re-Insurers shall have the opportunity to be associated with the Assured and Insurers in defense of any claims, suit or proceedings relative to any occurrence where, in the opinion of all Insurers, their liability under the Insurance Agreements is likely to be involved, in which case the Assured and Insurers shall cooperate to the mutual advantage of all. Claims shall not be prejudiced if the Assured, through clerical oversight or error, fails to notify the Insurer of any such occurrence.

XII. LOSS PAYMENTS

When it has been determined the Insurer is liable under this Insurance, the Insurer shall pay all claims presented in accordance with existing Insurer's Policies and Procedures and subsequent to the terms and conditions of this Insurance. All adjusted claims shall be paid or made good within a reasonable time after the presentation to and acceptance by the Insurer of satisfactory proof of interest and loss.

XIII. SETTLEMENTS AND APPEALS

In the event that the Assured, the Insurer, and any Involved Re-Insurer, are unable to agree to the advisability of appealing a judgment or settling a claim, a disinterested attorney, mutually agreeable to all, shall be retained and directed to render a written opinion as to his recommendation concerning such appeal or settlement. Such written recommendation shall be binding on all parties. Fees of such retained attorney shall be borne equally by the Insurer for the services rendering his recommendation only.

XIV. LITIGATION PROCEEDINGS

No suit against the Insurer to recover on account of loss under this Insurance shall be brought until ninety (90) days after proof of loss shall have been furnished.

XV. SUBROGATION

The Insurers shall be subrogated to all rights which the Assured has against any person or other entity in respect to any claim or payment made under this Insurance, and the Assured shall execute all papers required by the Insurer and shall cooperate with the Insurer to secure Insurer's rights. In case any reimbursement is obtained or recovery made by the Assured or the Insurer on account of any loss covered by this

Insurance the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be first applied in the following order:

- A. Amount of loss which exceeds the applicable limit of liability;
- B. To reduce the Insurer's loss until the Insurer is fully reimbursed.

XVI. WAIVER OF SUBROGATION

This Insurance shall not be invalidated if the Assured, by written agreement, has waived or shall waive its right of recovery from any party for loss or damage covered hereunder; provided, that any such waiver is made prior to the occurrence of said loss or damage.

XVII. CONFLICTING STATUTES

In the event that any provision of this Insurance is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby because of non-compliance with any statute thereof, then this policy shall be enforceable for the Assured with the same effect as if it complied with such statutes.

XVIII. ASSIGNMENT

Assignment of interest under this Insurance shall not bind the Insurer until the Insurer's consent is endorsed hereon.

XIX. CHANGES

By acceptance of this Insurance the Assured agrees that it embodies all agreements existing between the Assured an Insurer or any of its agents relating to this Insurance. None of the provisions, conditions, or other terms of this Insurance shall be waived or altered except by endorsement; nor shall notice to any agent or knowledge possessed by any agent or by any other person be held to effect a waiver or change in any part of this Insurance.

XX. FRAUDULENT CLAIMS

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void for that fraudulent claim and that fraudulent claim hereunder shall be forfeited.



## GENERAL EXCLUSIONS

### I. WAR CLAUSE

Coverage does not apply under this Insurance for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, any weapon or war employing atomic fission or radioactive force whether in time of peace or war, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority unless such acts of destruction by order of civil authority are at the time of and for the purpose of preventing of spread of fire; or claims or liability arising directly or indirectly from nuclear fission, nuclear fusion or radioactive contamination.

### II. NUCLEAR INCIDENT EXCLUSION:

#### PROPERTY

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation, or radioactive contamination however; such nuclear reaction, nuclear radiation, or radioactive contamination may have been caused **nevertheless**, if fire is an insured peril and a fire arises directly or indirectly from nuclear reaction, nuclear radiation, or radioactive contamination, any loss or damage arising directly from that fire shall (subject to the provisions of this policy) be covered **excluding** however; all loss or damage caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

#### CASUALTY

This policy does not apply:

- A. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - 1. with respect to which the Assured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability:
  - 2. resulting from the hazardous properties of nuclear material and with respect to which:
    - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
    - (b) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payment Coverage, or under any Supplementary Payment Provision relating to immediate medical or surgical relief, to

expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- C. Under any Liability Coverage to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, of;
1. the nuclear material:
    - (a) is at any nuclear facility owned by, or operated by or on behalf of, the Assured; or
    - (b) has been discharged or dispersed therefrom.
  2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Assured; or
  3. the injury, sickness, disease, death or destruction arises out of the furnishing by the Assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions of Canada, this exclusions 3 applies only to injury to or destruction of property at such nuclear facility.

- D. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by product material; "source material", "special nuclear material", and "by product material" have the meanings given them in the Atomic Energy Act 1965 or in any or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, "waste" means any waste material;

1. containing by-product material and
2. resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 and 2 thereof; "nuclear facility" means:
  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for:
    - (1) separating the isotopes of uranium or plutonium, or
    - (2) processing or utilizing spent fuel, or
    - (3) handling, processing or packaging waste
3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Assured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination

thereof, or more than 250 grams of uranium 235,

4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises, used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

### III. SEEPAGE AND POLLUTION

This policy does not cover any liability for:

- A. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph A shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- B. The cost of removing, nullifying or clean-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- C. Fines, penalties, punitive or exemplary damages.

This clause does not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

## **SECTION I PROPERTY**

### **INSURING AGREEMENTS**

#### **A. ALL REAL AND PERSONAL PROPERTY**

Insurer agrees, subject to the limitations, terms and conditions of this Insurance to indemnify the Assured for All Risks of Physical Loss or Damage to All Real or Personal Property of every kind and description wherever located occurring during the period of this Insurance. (This coverage includes, but is not limited to; fine arts, antiques, computers, data processing equipment, data, media, computer programs, valuable papers, records, monies and securities, T.V., video equipment, standing timber, growing crops and animals.)

#### **B. AUTOMOBILE PHYSICAL DAMAGE**

Insurer agrees, subject to the limitations, terms and conditions of this Insurance, to indemnify the Assured for loss or damage to automobiles and mobile equipment owned by the Assured or on which the Assured has an obligation to provide adequate insurance, wherever located, against All Risks of Direct Physical Loss or Damage, including collision of the Automobile or Mobile Equipment with another object.

## **SECTION I PROPERTY**

### **CONDITIONS**

**(Except As Set Forth Within A Coverage Herein)**

#### **A. VALUATION**

The Insurer shall not be liable for loss or damage in excess of:

1. On buildings and structures and general contents for the cost, as of the date of loss, of replacement of the damaged or destroyed property in a new condition with materials of like size, kind and quality, or if listed and valued separately in exact kind, all subject to the following conditions:
  - (a) If property damaged or destroyed is not repaired, rebuilt or replaced on the same or another site within two (2) years after the loss or damage, the Insurer shall not be liable for more than the actual cash value as of the date of loss (ascertained with proper deduction for depreciation) of the property destroyed.
  - (b) The total liability of the Insurer under this policy for loss to property included hereon shall not exceed the smallest of the following:
    - (1) The cost to repair, or
    - (2) The cost to rebuild or replace, all as of the date of loss, on the same site, with new materials of like size, or if agreed, exact kind and qualify, or
    - (3) The actual expenditure incurred in rebuilding, repairing or replacing on the same or another site.

2. On Automobiles and Mobile Equipment the Insurer shall not be liable for more than the actual cash value at the time of the loss if the original purchase price of the Automobile or Mobile Equipment was less than \$20,000 or the age of the Automobile or Mobile Equipment is more than five (5) years at the time of the loss. Otherwise, the automobile or Mobile Equipment will be valued at replacement cost, unless specifically scheduled at agreed amount.
3. On stock in process at the value of raw material and labor expended plus the proper proportion of overhead charges.
4. On property of others at the amount for which the Assured is liable but in no event to exceed the replacement cost value.
5. On improvements and betterments, at replacement cost, if actually replaced within two (2) years after the loss or damage; if not so replaced, at actual cash value on date of loss.
6. On accounts, manuscripts, mechanical drawings (valuable papers) and other records and documents not specifically excluded, at value blank plus cost of transcribing.
7. On machinery, equipment and any other insured property not otherwise provided for at replacement cost value at time of loss.

B. DEBRIS REMOVAL

This Insurance covers within the sum insured the expense of removal from the premises containing the property insured hereunder or debris remaining after any loss hereby insured against, except that there shall be no liability assumed for the expense of removal of any foundations.

C. REMOVAL CLAUSE

This Insurance covers the expense and damage occasioned by removal from the premises endangered by the perils insured against wherever such property is located or removed for preservation.

D. ARCHITECTS FEES

This Insurance covers the additional assessment involving architects' fees for consultations arising from losses resulting from an insured peril. Fees are limited to seven percent (7%) of replacement cost.

E. APPRAISAL

In the event the Assured, the Insurer are unable to agree as to the amount necessary to rebuild, repair or replace the damaged or destroyed property or the actual amount of reimbursement to be paid, the Assured, the Insurer, or any Involved Re-Insurer shall name a competent and disinterested appraiser and those so chosen shall, before proceeding further, appoint a competent and disinterested umpire. The appraisers together shall obtain reconstruction estimates, and calculate the amounts of reimbursement due, and failing to agree, shall submit their differences to the umpire. The award, in writing duly verified by any two, shall determine the points in questions. Each party shall pay the cost of their own appraisers and equally pro rate the cost of the umpire.

F. CIVIL AUTHORITY CLAUSE

notwithstanding anything contained in this Insurance, property which is insured under the Insurance is also covered against the risk or damage or destruction by civil authority during a conflagration and for the purpose of retarding the same, provided that neither such conflagration nor such damage or destruction is caused or contributed to by war, invasion, revolution, rebellion, insurrection or other hostilities or warlike operations.

G. ORDINANCE DEFICIENCY CLAUSE

Notwithstanding anything contained herein to the contrary, the Insurer shall be liable also for the loss occasioned by the enforcement of any state or municipal law, ordinance or code which necessitates in repairing or rebuilding, replacement of material to meet such requirements. If demolition is required to comply with such enforcement the Insurer shall also be liable for such additional costs.

H. EXPENSE TO REDUCE OR PREVENT LOSS

The Assured shall employ every reasonable means to protect the property from further damage, including the prompt execution of temporary repairs where necessary for such protection and the separation of damaged from undamaged personal property. The Insurer shall be liable for reasonable expenses so incurred to minimize insured loss, but any payment under this provision shall not serve to increase the limit of liability that would otherwise apply at the time and place of loss, nor shall such expenses exceed the amount by which the loss is reduced.

I. PAIR, SET OR PARTS

In respect to Fine Arts in the event of the total loss of any article or articles which are part of a set, the Insurer agrees to pay the Assured the full amount of the agreed value of such set, and the Assured agrees to surrender the remaining article or articles of the set to the Insurer.

J. JOINT LOSS CAUSE

If in the event of damage to or destruction of property at a location insured under Section I Property Coverages of this Policy and also in a Boiler and Machinery Insurance Policy containing an Endorsement with this similar wording there is a lack of agreement with respect to:

1. whether such damage or destruction was caused by a peril insured against by this Insurance or by an accident insured against by such Boiler and Machinery Insurance Policy, or
2. the extent of participation of this policy and of such Boiler and Machinery Insurance Policy in a loss which may be insured against, partially or wholly, by either or both policies.

The Insurer will, upon written request of the Assured, agree to the following loss adjustment procedure:

Such loss shall be settled by payment of the full amount thereof to the Assured, each Insurer is to contribute the sum to which it admits liability plus an amount equal to one half (1/2) of the amount of loss that is in

disagreement between the two insurers; further provided that, if one half (1/2) the amount of loss that is in disagreement exceeds the minimum amount remaining payable under either policy, each Involved Re-Insurer will pay a sum equal to the amount of liability remaining under that policy, within the minimum amount.

The Assured will cooperate in furnishing information and technical data as may be required by any Insurer in order that they may determine the final apportionment of the loss between them.

This agreement does not change any of the terms and conditions of the policies issued to the Assured by the Insurers.

The Insurers agree with each other to submit the amount of the loss that is in disagreement to arbitration. The arbitrators shall be three in number, one of whom shall be appointed by the Boiler and Machinery Re-Insurer, and one of whom shall be appointed by consent of the other two, and the decision by the arbitrators shall be subject to appeal to the appropriate court or courts.

- K. The Assured shall notify the Insurer of the intent to construct, remodel, or modify any real properties at least ninety (90) days prior to release of bids for the work, for the purpose of plan and design for loss to assure compliance with all applicable safety prevention requirements.

## **SECTION I PROPERTY**

### **EXTENSIONS OF COVERAGE**

It is agreed that Section I Property Coverages, A. All Real and Personal Property is extended to include the following:

- A. Automatic Protection for newly constructed or acquired properties including contents and owned Builder's Risk with no requirement only if notice is provided to the Insurer within thirty (30) days after completion of construction or acquisition of the property.
- B. Co-insurance clauses are waived.
- C. Replacement cost is extended to include increased cost to repair or replace to meet current building codes.
- D. Cost to demolish and remove building due to an insured peril.
- E. Loss by freezing whether buildings are occupied or vacant.
- F. Loss to statuary, marble, glass, fences, structures both on and off premises.
- G. The reduction in earnings and additional costs and expenses resulting directly from the necessary or potential interruption of business caused by damage to or destruction of Real or Personal Property, at premises owned or occupied by the Assured and situated as herein described, by the peril(s) insured against during the term of this Policy. It is a condition of this Insurance that the Assured exercise due diligence and dispatch to continue, as nearly as practicable, the normal operation of the business on the same or other premises by making use of other property or facilities.

It is a condition of this Insurance that the Assured will exercise due diligence and dispatch to rebuild, repair or replace such part(s) of the real or personal property that has been damaged or destroyed.

The Insurer shall be liable for the excess of the total cost and expenses of the operation of the business during the period of restoration over and above the total cost of such operation that would normally have been incurred during the same period, had there been no interruption or potential interruption of business, not to exceed the ACTUAL LOSS SUSTAINED by the Assured, nor for more than the amount of this Policy.

H. The actual loss sustained by the Assured resulting directly from necessary untenantability caused by damage to or destruction of Real or personal property by the perils insured against or an Accident as defined in Section II Boiler and Machinery to a designated object, during the term of this policy, but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue during the period of untenantability, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of "Rental Value" is defined as the sum of:

1. The total anticipated gross rental income from tenant occupancy of the property as furnished and equipped by the Assured, and
2. The amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Assured, and
3. The fair rental value of any portion of such property which is occupied by the Assured.

In determining Rental Value due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

## SECTION I PROPERTY

### DEFINITIONS

**(Except As Otherwise Set Forth Within A Coverage Herein)**

#### A. PROPERTY OF THE ASSURED

The term Assured's Property shall mean all Real and Personal Property of the Assured, Personal Property of others for which the Assured is legally liable or under obligation to insure, Personal Property of employees while property has been inventoried with such inventories required to be on file with the Insurer and the Personal property being required by the Named Assured to be used by the employee on the job. Automatic Builder's Risk for new construction or renovation by the Named Assured and Assured's interest in Improvement and Betterments. Property of the Assured includes but is not limited to: Fine Arts, Antiques, computers, Data Processing Equipment, Data, Media, Computer Programs, Valuable Papers, Records, Moneys and Securities, T.V., and Video Equipment, and any Real or Personal Property in transit.



B. FINE ARTS

The term Fine Arts shall mean; paintings, sculptures, works of art, statues and antiques of various descriptions. Antiques being a relic or object, piece of art or furniture, or decorative object, made at an earlier period and according to various customs and laws being at least 100 years old.

C. VALUABLE PAPERS AND RECORDS

The term Valuable Papers and Records shall mean: written printed or otherwise inscribed documents or records including: books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts. Valuable Papers and Records does not mean Moneys and Securities.

D. MONEY AND SECURITIES

The term Money shall mean: currency, coins, bank notes and bullion, travelers checks, registered checks and money orders held for sale to the public, uncanceled and precanceled postage and unused postage in postage meters. Securities are negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money.

E. AUTOMOBILE

The term Automobile shall mean: any land motor vehicle, self-propelled or not, licensed or unlicensed, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto. The word "trailer" shall include semi-trailer.

F. DATA

The word data shall mean: facts, concepts, or instructions which are converted to a form usable in the Assured's data processing operations, including computer programs.

G. MEDIA

The term media shall mean: materials on which data are recorded.

H. COMPUTER PROGRAMS

The term computer programs shall mean: data used to direct computer equipment including designs and other records which can be used to reproduce programs.

I. ULTIMATE NET LOSS

The term Ultimate Net Loss in respect to this Section I Property shall be understood to mean the loss sustained by the Assured after making deductions for all recoveries and salvages.

## SECTION I PROPERTY

### EXCLUSIONS

**(Except As Otherwise Set Forth Within A Coverage Herein)**

- A. With regard to ALL PROPERTY, this Insurance does not insure against:
1. Loss or damage caused by or resulting from moth, vermin, termites, or other insects, inherent vice, latent defect, wear, tear, or gradual deterioration, contamination, rust, wet or dry rot, mold, dampness of atmosphere, smog or extremes of temperature, mechanical derangement or breakdown, radioactive or fissionable material, loss resulting from fire; or loss or damage by settling, shrinkage or expansion in building or foundation.
  2. Loss of electrical appliances or devices of any kind, including wiring, arising from electrical injury or disturbance to the said electrical appliances or devices or wiring from artificial causes unless fire or explosion ensues, and then only for direct loss or damage caused by such ensuing fire or explosion.
  3. As respects Property in Course of Construction:
    - (a) Loss or damage caused by or resulting from errors in design or testing, but not excluding resultant physical loss or damage to other property covered hereunder.
    - (b) The cost of making good faulty or defective workmanship, material, or construction but this exclusion shall not apply to Physical Damage resulting from such faulty or defective workmanship or material.
    - (c) Penalties for non-completion of or delay in completion of contract for non-compliance with contract conditions, nor for loss of use of occupancy howsoever caused.
  4. Any loss caused by or resulting from explosion, implosion, rupture, bursting, cracking, burning or bulging of boilers, pressure vessels or the piping or apparatus attached thereto unless fire ensues, and then only for the actual loss or damage caused by such ensuing fire.
  5. Any increase or loss due to interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business.
  6. Any increase in loss due to the suspension, lapse, or cancellation of any lease or license, contract or order.
  7. Any cost of making good defective design or specifications, faulty materials, or faulty workmanship, however; this exclusion shall not apply to loss or damage resulting from such defective design or specifications, faulty material or faulty workmanship.
- B. With regard to all REAL PROPERTY, this Insurance does not insure against:
1. Loss or damage to real property resulting from: cracking, bulging, expansion

of pavements, foundations, walls, floors or ceilings, however; if direct loss by liquids or gases not otherwise excluded, or collapse results, then this Insurance shall cover only the resulting loss. Extremes or changes of temperature (except to water piping or space heating equipment due to freezing) or changes in relative humidity, all whether atmospheric or not.

2. Loss by normal setting, normal shrinkage or normal expansion in foundations, walls, floors or ceilings.
3. Loss resulting from shrinkage, evaporation, loss of weight or leakage, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft or attempted theft.

C. With regard to PERSONAL PROPERTY, this Insurance does not insure against:

1. Inventory shortage, mysterious disappearances or loss resulting from any kind of infidelity, dishonesty or fraud on the part of the Assured or any of the Assured's employees, whether alone or in collusion with others except from the perils covered in Section V Crime Insurance of this Insurance.
2. Processing, renovating, repairing or faulty workmanship thereon, unless fire and/or explosion ensues, and then only for the direct loss or damage caused by such ensuing fire or explosion.
3. Loss or damage resulting from: shrinkage, evaporation, loss of weight, leakage, depletion, erosion, marring, scratching, exposure to light, or change in color, texture or flavor, unless such loss or damage is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft or attempted theft.

D. With regard to AUTOMOBILE, this Insurance does not insure against:

Physical Damage to Automobiles caused by wear and tear, mechanical or electrical breakdown or failure, freezing, or to tires unless such damage results from a covered peril.

E. PROPERTY EXCLUDED FROM COVERAGE HEREUNDER:

Watercraft over 26' in length, birds, land, aircraft, retaining walls not constituting part of a building when loss is caused by ice or water pressure, underground mines and mining property located below the surface of the ground: jewelry, furs, precious metals or precious stones, other than as covered under Section V Crime Insurance herein or by extension hereon.

## **SECTION II BOILER AND MACHINERY**

### **INSURING AGREEMENTS**

#### **C. BOILER AND MACHINERY**

Insurer agrees, with the Assured respecting loss from an Accident, as defined, to an Object, as defined as follows:

##### **1. PROPERTY DAMAGE**

To pay for loss on property directly damaged by such Accident or, if Insurer so elects, to repair or replace such damaged property.

##### **2. EXPEDITING EXPENSES**

To pay for the reasonable extra cost of temporary repair and of expediting the repair of such damaged property, including overtime and the extra cost of express or other rapid means of transportation, only with the prior approval of the Insurer.

##### **3. PROPERTY OF OTHERS**

To pay such amounts as the Assured shall become obligated to pay by reason of the liability of the Assured for loss by such Accident to property of others in the care, custody and control of the Assured.

## **SECTION II BOILER AND MACHINERY**

### **CONDITIONS**

#### **(Except As Otherwise Set Forth Within A Coverage Herein)**

- A. With respect to any boiler, fired or unfired vessel, refrigerating system or piping, the Insurer shall not be liable for loss from an Accident while said Object is undergoing a pressure test or leakage test.
- B. With respect to any Object insured hereunder the Insurer shall not be liable for loss or damage caused to or resulting from any catalyst.
- C. With respect to any boiler or fired vessel, the furnace of the Object and the gas passage therefrom to the atmosphere shall be considered as "outside the Object" and the Insurer shall not be liable for any explosion of gas or unconsumed fuel within these areas.
- D. With respect to any boiler of the chemical recovery type, the Insurer shall not be liable for loss from an explosion within the furnace of any such boiler or within the passages from the furnace to the atmosphere, whether or not such explosion is contributed to or aggravated by an Accident to any part of such boiler that contains steam or water, or is caused in whole or in part, directly or indirectly, by an Accident to an Object or part thereof.
- E. With respect to the explosion of any Object, or part thereof, the Insurer shall not be liable for any loss caused by or resulting from such explosion except loss caused by or resulting from explosion of:

1. Any steam boiler
  2. Any electric steam generator
  3. Any steam piping
  4. Any steam turbine
  5. Any steam engine
- F. With respect to lightning, the Insurer shall not be liable for any loss caused by or resulting from lightning.
- G. With respect to any electrical machine or electrical apparatus, the Insurer shall not be liable for loss from an Accident:
1. While said Object, or part thereof, is being removed, installed, repaired or dried out, or
  2. Occurring during an electrical testing of the Object, or part thereof, or any pressure testing.
- H. With respect to any electrical machine or electrical apparatus, Section II Boiler and Machinery Exclusion 2. is changed to read:
- Loss outside the Object from fire concomitant with or following an Accident from use of water or other means to extinguish fire.
- I. With respect to air conditioning and refrigerating systems and water piping used for cooling, humidifying or space heating purposes, the Insurer's liability for loss, including salvage expense, with respect to property damaged by water or by refrigerant contacting or permeating such property, resulting from any one Accident to one or more object Insured hereunder shall not exceed the amount of \$500,000.
- J. The Insurer agrees that loss on property shall mean the amount actually expended by the Assured to repair or replace such property of the Assured, all subject to the following provisions:
1. The Insurer's liability for any repair or replacement shall be limited to the smaller of the following:
    - (a) the cost at the time of Accident to repair the said property, or
    - (b) the cost at the time of Accident to replace the said property on the same site with property of like kind, capacity, size and quality, provided that in the event the replacement is by property of better kind or quality or of larger capacity or size, the liability of the Insurer shall not exceed the amount that would be paid if the replacement had been made by property of like kind, capacity, size and amount.
  2. The Insurer shall not be liable for loss or damage to property useless to the Assured or obsolete to the Assured, nor the cost of repairing or replacing any part or parts of an Object which is in excess of the cost of repairing or replacing the entire Object.

3. If any damaged property is not repaired or replaced, the Insurer's liability as respects such property shall be limited to the actual cash value.

K. INSPECTION

The Insurer shall be permitted but not obligated to inspect the Assured's property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

L. MALICIOUS MISCHIEF

Subject to Section II Boiler and Machinery Exclusion 2. any Accident as defined arising out of strike, riot, civil commotion, acts of sabotage, vandalism or malicious mischief, shall be considered Accidents within the terms of this definition.

M. INSPECTION AND MAINTENANCE

The Assured shall prepare and present to the Insurer Policies and Procedures for inspection and maintenance of Insured Objects. The Assured shall also provide documentation of implementation of inspection and maintenance Policies and Procedures by maintaining all appropriate logs, and schedules defining inspection and maintenance activity on Insured Objects.

## SECTION II BOILER AND MACHINERY

### DEFINITIONS

(Except As Otherwise Set Forth Within A Coverage Herein)

#### A. OBJECT

The word object shall mean any equipment or apparatus described below while located on Assured's premises subject to the exclusions specified herein:

With respect to new construction or installation of Objects, coverage attaches hereunder when the Object is put into use, provided that notification is given to the Insurer within ninety (90) days after installation.

1. Any boiler, any fired or unfired vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigeration system and any piping with its accessory equipment.
2. Any mechanical or electrical machine or apparatus which generates, controls transmits, transforms or utilizes mechanical or electrical power.

#### B. OBJECT SHALL NOT MEAN OR INCLUDE

1. Any non-metallic Object, unless it is constructed and applied in accordance with A.S.M.E. codes;
2. Any sewer piping, any piping forming a part of a fire protective system or any water piping other than;
  - (a) Boiler feed water piping
  - (b) Boiler condensate return piping
  - (c) Water piping forming a part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes;
3. any structure, foundation or setting (other than a bed plate of a machine) supporting or housing such Object; or any oven or furnace or the lining or fire wall of any Object;
4. Any felt, wire, screen, die, extrusion plate, engraving or printing rolls, swing hammer, grinding disc, cutting blade, chain, belt, clutch plate, brake pad or tool;
5. Any vehicle, aircraft, self-propelled equipment or floating vessel;
6. Any elevator, crane, ladle or bucket, hoist, power shovel, drag line, excavator, scale or conveyor but not excluding any pressure vessel or electrical equipment used with a machine;
7. An electronic computer or data processing equipment used for the control and operation of pressure vessels or machinery, any x-ray machine, electron microscope, particle accelerator, beta gauge, spectrograph or any other electronic machine, device or instrument.

8. Any belts, ropes, cables except electrical cables, or any penstock, cooling towers, draft tube or well casing;
9. Any Object manufactured by the Assured unless such Object is in use or connected ready for use;
10. Any buried vessel or piping;
11. Any production machine or apparatus which forms, cuts, shapes, grinds, or otherwise processes raw stock, stock in process or finished goods, but not excluding any pressure vessel or electrical equipment used with such machine or apparatus.

C. ACCIDENT

The word Accident shall mean any sudden and accidental occurrence to the Object, or part thereof, that necessitates repair or replacement of the Object, or part thereof.

D. ACCIDENT SHALL NOT MEAN OR INCLUDE

1. Depreciation, deterioration, corrosion, or erosion of material,
2. Wear and tear,
3. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection,
4. The breakdown of any vacuum tube, gas tube or brush,
5. The functioning of any safety device or protective device; nor
6. The sudden and accidental explosion of gas within the furnace of any Object or within the gas passages therefrom to the atmosphere.

E. OCCURRENCE

The word occurrence shall be taken as including all resultant or concomitant Accidents whether to one Object or to more than one Object or to part of an Object.

F. PROPERTY

The word property as used in this Section II Boiler and Machinery Coverage C. shall mean Real and Personal Property as included under Section I Property, Coverage A.

## **SECTION II BOILER AND MACHINERY**

### **EXCLUSIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

This Section II Boiler and Machinery, Coverage C. does not apply to loss:

1. Insured against under Section I Property, Coverage A or B;
2. From fire concomitant with or following an Accident or from the use of water or other means to extinguish fire;



3. From an Accident caused directly or indirectly by fire or from the use of water or other means to extinguish fire;
4. From a combustion explosion outside the Object concomitant with or following an Accident;
5. From an Accident caused directly or indirectly by a combustion explosion outside the Object;
6. From delay or interruption of business of manufacturing or process, or from any other indirect result of an Accident (except as specifically provided for elsewhere in this Section II Boiler and Machinery, Coverage C.

## **SECTION III WORKERS' COMPENSATION**

### **INSURING AGREEMENTS**

The Insurer agrees with the Named Assured (hereinafter in this Section III Workers' Compensation to be called the Employer) subject to the Limits of Liability, Exclusions, Conditions and other terms of this Insurance to indemnify the Assured for the following:

#### **D. WORKERS' COMPENSATION**

The Insurer hereby agrees to pay promptly when due all losses, all compensation and other benefits required of the Assured by the Workers' Compensation law as a result of injury;

1. By accident occurring during the period of this Insurance, or
2. By disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the Assured, to conditions causing the disease occurs during the period of this Insurance.

#### **E. EMPLOYER'S LIABILITY**

The Insurer hereby agrees to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages because of personal injury by accident or disease, including death at any time resulting therefrom:

1. Sustained in the United States of America, its territories or possessions, or Canada by an employee of the Assured arising out of and in the course of his/her employment by the Assured, or
2. Sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the Assured who is a citizen or resident of the United States or Canada arising out of and in the course of his/her employment by the Assured; but this Insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to any action on such judgment wherever brought, as a result of injury by;
  - (a) accident occurring during the period of this Insurance,
  - (b) disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the Assured, to conditions causing the disease occurs during the period of this Insurance.

#### **CLAIMS EXPENSES**

As respect to, each such accident and each such disease for which indemnify against loss is afforded by the other terms of this policy the Insurer will indemnify the employer against and pay for any and all claim expenses including claim expenses connected with appeals.

## **SECTION III WORKERS' COMPENSATION**

### **CONDITIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

A. SELF-INSURERS STATUS

The employer agrees to duly qualify as a self-insurer by compliance with the provision of the Workers' Compensation and/or Occupational disease Law respecting self-insurance in the State of Kentucky and shall continue to maintain said status throughout the period of this Insurance provided, however; the Insurer shall not be relieved of their obligations hereunder because of a breach of this condition until;

1. The Assured becomes insured with respect to his Workers' Compensation and/or Occupational Disease Liability, or
2. The expiration of a period of thirty (30) days after date of the notice served upon the Assured by the Workers' Compensation Board terminating his status as a self-insurer, whichever occurs first.

If any employee is injured while engaged in the business operations of the Assured outside the State of Kentucky this Insurance shall apply to the Assured on account of such injuries irrespective of whether such liability is greater than it would have been had the injuries been sustained within said State.

B. TERMS OF POLICY CONFORMED TO STATUTE

Applicable to Insuring Agreement D in Section III Workers' Compensation the terms of this Insurance which are in conflict with the provisions of the Workers' Compensation Law are hereby amended to conform to such law.

## **SECTION III WORKERS' COMPENSATION**

### **DEFINITIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

**A. WORKERS' COMPENSATION LAW**

The unqualified term "Workers' Compensation Law" shall mean the Workers' Compensation Law and any occupational disease law of a State designated in Section III Workers' Compensation Condition A, while the Employer is a duly qualified self-insurer under such Law, but does not include those provisions of any such Law which provides non-occupational disability benefits.

**B. STATE**

The word State shall mean any state or territory of the United States of America and the District of Columbia.

**C. BODILY INJURY BY ACCIDENT: BODILY INJURY BY DISEASE**

The contraction of disease is not an accident within the meaning of the word Accident in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident".

**D. ASSAULT AND BATTERY**

Under Section III Workers' Compensation, Coverage D assault and battery shall be deemed an Accident unless committed by or at the direction of the employer.

**E. DAMAGES**

The term "damages because of bodily injury by accident or disease, including death at any time resulting therefrom", in Section III Workers' Compensation, Coverage E includes damages for care and loss of services and damages for which the Employer is liable by reason of suits or claims brought against the employer by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the Employer arising out of and in the course of their employment.

**F. LOSS**

The word loss shall mean only such amounts as are actually paid in cash by the Insurer in payment of claims expenses and benefits under the Workers' Compensation Law, in settlement of claims or in satisfaction of awards or judgments; but the word loss shall not include salaries paid to employees of the Employer, nor annual retainers.

**G. CLAIMS EXPENSES**

The term claims expenses shall mean court costs, interest upon awards and judgments, and allocated investigation, adjustments, and legal expenses, but the term claims expenses shall not include salaries paid to employees of the Employer nor annual retainers.

## **SECTION III WORKERS' COMPENSATION**

### **EXCLUSIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

Relative to Section III Workers' Compensation, Coverage E, this Insurance does not apply:

1. UNDER COVERAGE E:
  - (a) With respect to any employee employed in violation of law with the knowledge or acquiescence of the Employer or any executive officer thereof, or
  - (b) To fines, penalties, punitive or exemplary damages, on account of bodily injury to or death of any employee in violation of law, or
2. In no event shall the Insurer be liable for any Loss or Claim Expenses voluntarily assumed by the Employer under any contract or agreement, express or implied, except for the expense incurred by the employer in providing such immediate medical relief as may be imperative at the time any injury is sustained by an Employee.

## **SECTION IV LIABILITY COVERAGES**

### **INSURING AGREEMENTS**

#### **F. COMPREHENSIVE GENERAL LIABILITY**

The Insurer agrees, subject to the limitations, terms and conditions of this Insurance, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability imposed upon the Assured by law or assumed by the Named Assured under the contract or agreement, for damages direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss", on account of personal injuries, including death at any time resulting therefrom, suffered or alleged to have been suffered by any person or persons (excepting employees of the Assured injured in the course of their employment); and/or damages to or destruction of property or the loss of use thereof; arising out of any occurrence happening during the period of Insurance, including, but not limited to, products liability and/or completed operations, host/liquor liability, police liability, incidental malpractice, and/or liabilities arising from use or operation of aircraft in performance of employment duties of the Named Assured.

#### **G. COMPREHENSIVE AUTOMOBILE LIABILITY**

The Insurer agrees, subject to the limitations, terms and conditions of this Insurance to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability imposed upon the Assured by law or assumed by the Named Assured under contract or agreement, for damages direct or consequential, and expenses, all as more fully defined by the term ""ultimate net loss"" on account of personal injury including death at any time resulting therefrom, suffered or alleged to have been suffered by any person or persons (excepting employees of the Assured injured in the course of their employment); and/or damage to or destruction of property or the loss of use thereof, arising out of the ownership, maintenance or use of any automobile and occurring during the period of this Insurance, including, but not limited to, medical payments, and uninsured motorists and no fault to the minimum extent required of the Assured by law.

#### **H. PUBLIC OFFICIALS LIABILITY (ERRORS AND OMISSIONS)**

The Insurer agrees, subject to the limitations, terms and conditions of this Insurance to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability imposed upon the Assured by law or assumed by the Named Assured under the contract or agreement, for damages direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss", on account of any claim or claims for breach of duty, which may be made against the Assured during the period of this Insurance by reason of any wrongful act, negligent act, error or omission, whenever or wherever committed or alleged to have been committed, on the part of the Assured, individually or collectively, or any person who has been, is now, or may hereafter during the subsistence of this Insurance, be employed by the Named Assured, even if any of the allegations of the claim or claims are groundless or fraudulent.

It is further agreed that in the event of non-renewal or termination of this Insurance, this Insurance shall extend to apply to claims made against the Assured during the eighty four (84) calendar months (seven (7) years) following immediately upon such expiration or termination but only for wrongful acts, negligent acts, errors or omissions, committed or alleged to have been committed between January 1, 1979 and such expiration or termination.

## SECTION IV LIABILITY COVERAGES

### CONDITIONS

(Except As Otherwise Set Forth Within A Coverage Herein)

A. CROSS LIABILITY

In the event of claims being made by reason of personal injuries and/or property damage suffered by any employee of one Assured herein for which another Assured herein is or may be liable, then this Insurance shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured herein. Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth herein. The Insurer agrees to waive all rights of subrogation against all or any of the corporations or individuals comprising the Assured.

B. SELF-INSURERS STATUS

The Named Assured agrees to duly qualify as a Self-Insurer by compliance with the provisions of the Kentucky Revised Statutes as those statutes apply to Automobile Liability Self-Insurance in the state of Kentucky and shall continue to maintain said status throughout the period of this Insurance provided, however; the Insurer shall not be relieved of their obligations hereunder because of a breach of this conditions until;

1. The Assured becomes insured with respect to his Automobile Liability Self-Insurance, or
2. The expiration of a period of thirty (30) days after date of the notice served upon the Assured by the Kentucky Department of Insurance terminating his status as a self-insurer, whichever occurs first.

## SECTION IV LIABILITY COVERAGES

### DEFINITIONS

(Except As Otherwise Set Forth Within A Coverage Herein)

A. PERSONAL INJURIES

The term "personal injuries" shall include but not be limited to: Bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, false/wrongful eviction, detention, malicious prosecution, discrimination, humiliation, invasion of right of privacy, libel, slander or defamation of character, piracy or any infringement of copyright of property, erroneous service of civil papers, violations of civil rights, assault and battery, disparagement of property, violation of property rights or deprivation of any rights, privileges or immunities secured by the Constitution and Laws of the United States of America, or the state, for which the Named Assured may be held liable to the party injured in an action at law, suit in equity, or other proper proceeding.

B. PROPERTY DAMAGE

The term "property damage" shall mean damage to or destruction or loss of property, excluding however, damage to property owned by the Named Assured, but including damage to structures or portions thereof rented to or leased to the Assured, including fixtures permanently attached thereto, and including damage to property of others in the care, custody or control of the Named Assured or property which is purchased by the Named Assured under a contract which provides that the title remain with the sellers until payments have been completed, the liability of the Insurer being limited to the amount of payments outstanding.

C. OCCURRENCE

The term "occurrence" shall mean an accident or any happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury or damage to property during the policy period. All such exposures to substantially the same general conditions existing at or emanating from one location shall be deemed one occurrence.

D. ULTIMATE NET LOSS

The term "ultimate net loss" shall mean the total sum which the Assured becomes obligated to pay by reason of personal injury or property damage claims, either through adjudication or compromise, after making proper deductions for all recoveries and salvages and shall also include but not be limited to: hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges, legal costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence by any occurrence covered hereunder, excluding only the Salaries of employees of the Named Assured. Third Party Claims Administration fees are specifically excluded and are to be paid by the Assured as a part of the premium charged by the Insurer.

E. AUTOMOBILE

The term "automobile" shall mean: any land motor vehicle, self-propelled or not,



licensed or unlicensed, trailer or semi-trailer, including its equipment and any other equipment permanently attached hereto. The word "trailer" shall include semi-trailer.

F. PRODUCTS LIABILITY

The term "products liability" wherever used herein includes bodily injury and property damage arising out of the Named Assured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Assured and after physical possession of such products has been relinquished to others.

G. NAMED ASSURED PRODUCTS

The term "Named Assured Products" shall mean goods, products, vehicles and equipment or products manufactured, sold, handled, or distributed by the Named Assured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Assured Products" shall not include a vending machine or any property other than such container, rented to or located for the use of others but not sold.

H. COMPLETED OPERATIONS

The term "completed operations" includes bodily injury or property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Assured. "Operations" include materials, parts, or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. When all operations to be performed by or on behalf of the Named Assured under the contract have been completed, or
2. When all operations to be performed by or on behalf of the named Assured at the site of the operations have been completed, or
3. When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

I. HOST/LIQUOR LIABILITY

The term "host/liquor liability" shall mean indemnification for the Assured's liability for the sale or distribution of alcoholic beverage by reason of any local, State or Federal liquor control laws now in force and all laws amendatory thereto.

J. INCIDENTAL MALPRACTICE

The term "incidental malpractice" shall mean professional medical services and/or first aid rendered or which should have been rendered to any person or persons by any

duly qualified employee of the Assured acting on behalf of the Named Assured within the scope of their employment.

K. POLICE LIABILITY

The term "police liability" shall mean indemnification for the Assured's liability for all sums which the Assured shall become legally obligated to pay as damages because of claims for false arrest, assault and battery, false imprisonment, malicious prosecution, false or improper service of process, or other claims arising out of the performance of the duties of law enforcement officers employed by the Assured.

**SECTION IV LIABILITY COVERAGES**

**EXCLUSIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

Relative to Section IV Liability Coverages, Coverage F Comprehensive General Liability, G Comprehensive Automobile Liability, and H Public Officials Liability, this Insurance does not apply:

1. to liability of any Assured for assault and battery committed by or at the direction of such Assured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery for the purpose of preventing injury to persons or damage to property.
2. to damage or destruction of property owned by the Assured.
3. to fines, penalties, punitive or exemplary damages.
4. to any obligation for which the Assured may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law, employers' liability or under any similar law.

## **SECTION V CRIME, MONEY AND SECURITIES**

### **INSURING AGREEMENTS**

#### **I. MONEY AND SECURITIES (COVERAGE WITHIN PREMISES)**

The Insurer agrees, subject to the limitations, terms and conditions of this Insurance, to indemnify the Assured for all loss caused by reason of theft, burglary, robbery, kidnapping, disappearance or destruction of any money or securities which may at any time be or be believed by the Assured to be in or upon any premises occupied or used by the Assured or by any bank, trust company or safe deposit company. Such Insurance as is afforded by this Insurance also applies to deposits within a night depository safe provided by a bank or trust company on its premises and deposits in parking meters for the use of its customers.

#### **J. MONEY AND SECURITIES (COVERAGE OUTSIDE PREMISES)**

The Insurer agrees, subject to the limitations, terms and conditions of this Insurance, to indemnify the Assured for all loss caused by reason of the theft, robbery, kidnapping, disappearance or destruction of any money or securities (other than by fraud or connivance of the Assured's officers or employees) while in transit in the custody of the Assured's officers or employees anywhere, the liability of the Insurer to commence at the moment when the person into whose hands the property may be delivered on behalf of the Assured receives the same and to continue until delivery thereof at the final destination.

Applicable to I & J above:

It is understood and agreed that this Insurance covers money and securities of the Assured or as respects which the Assured is legally liable or so held in any capacity, whether or not the Assured is liable for the loss thereof. If legal proceedings are taken against the Assured to enforce a claim for money and securities so held, the Assured shall immediately notify the Insurer in writing.

#### **K. COMMERCIAL BLANKET BOND**

The Insurer agrees, subject to the terms and conditions set forth herein, to indemnify the Assured (employer) against any loss of Money or other property real or personal (including the part of any inventory shortage which the Assured shall conclusively prove is caused by the dishonesty of any employee or employees) belonging to the Assured or in which the Assured has a pecuniary interest or for which the Assured is legally liable or held by the Assured in any capacity, whether the Assured is legally liable or therefore or not which the Assured shall during the term of this Insurance sustain or discover that they have sustained through larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication or other fraudulent or dishonest act or acts committed by any one or more of the employees as defined, acting alone or in collusion with others.

#### **L. DEPOSITORS FORGERY**

Loss which the Assured or any bank which is included in the Assured's proof of loss and in which the Assured carries a checking or savings account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money, made or drawn by or drawn upon the Assured, or made or drawn by one acting as agent of the Assured, or purporting to

have been made or drawn as previously set forth herein, including:

1. any check or draft made or drawn in the name of the Assured, payable to a fictitious payee and endorsed in the name of such fictitious payee;
2. any check or draft procured in a face to face transaction with the Assured, or with one acting as agent of the Assured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
3. any payroll check, payroll draft or payroll order made or drawn by the Assured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned in 1, 2, or 3 be a forgery within the legal definition of the jurisdiction in which the loss occurred.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

The Assured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the Assured or such bank, shall be paid directly to the Assured in its own name, except in cases where such bank shall have already fully reimbursed the Assured for such loss. The liability of the Insurer to such bank for such loss shall be a part of and not in addition to the amount of Insurance applicable to the Assured's office to which such loss would have been allocated had such loss been sustained by the Assured.

If the Assured or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Assured or such bank to enforce such payment and the Insurer shall give their written consent to the defense of such suit, then any reasonable attorney's fees, court costs, or similar legal expenses incurred and paid by the Insuring Agreement and the liability of the Insurer for such loss shall be in addition to any other liability under this Insuring Agreement.

#### M. FAITHFUL PERFORMANCE

The Insurer agrees, subject to the terms and conditions set forth herein, to indemnify the Assured for loss caused to the Assured through the failure of any of the Assured's employees as defined, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment.

### **SECTION V CRIME, MONEY AND SECURITIES**

#### **DEFINITIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

#### A. MONEY

The term "money" as used in this Insurance shall be deemed to mean currency, coins, bank notes, uncanceled and precanceled postage and unused postage in postage meters.

B. SECURITIES

Securities are negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, token and tickets, but does not include Money.

The term "securities" shall be deemed to mean Federal Food Stamps, express, postal and bank money orders, postal notes, bank notes and bullion, travelers checks, registered checks and money orders held for sale to the public, debentures, scrip, checks, warrants, transfers, coupons, demand and time drafts, bills of exchange, acceptances, promissory notes, certificates of deposits, certificates of stock, car trust certificates, interim receipts and certificates, warehouse receipts, bills of lading and all other instruments of a similar nature including mortgages upon real estate or upon chattels and upon interest therein,, and assignments of such mortgages and instruments.

C. EMPLOYER OR EMPLOYEES

1. Applicable to I, J and M

EMPLOYEE The term "employee" shall mean not only persons compensated by the Assured but also those directed by the Assured and including those independent contractors and/or services which may be considered as usually performed by employees of the Assured.

2. Applicable to K

EMPLOYER The term "employer" as used in this Section V shall mean the Assured name in the Declarations and as further defined in General Insurance Agreement II A, except it shall not apply to employees.

3. EMPLOYEE OR EMPLOYEES The terms "employee" or "employees" as used in this Section V shall be deemed to mean respectively one or more of the natural persons who on the effective date of this Policy or at any other time during the term of this Policy are in the regular service of the Employer in the ordinary course of the Employer's business and who are compensated by salary, wages and/or commission, and whom the Employer has the right to govern and direct at all times in the performance of such service, but not to mean brokers, factors, commission merchants, consignees, contractors or other agents or representatives of the same general character.

D. THEFT

The term "theft" shall include "trick and device."

E. ULTIMATE NET LOSS

The words "ultimate net loss" in respect of this Section V Crime, Money and Securities shall be understood to mean the actual loss sustained by the Assured after making deductions for all recoveries and salvages.

## **SECTION V CRIME, MONEY AND SECURITIES**

### **EXCLUSIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

THIS INSURANCE DOES NOT APPLY UNDER PARAGRAPHS I & J to:

1. any fraudulent, dishonest or criminal act other than robbery or safe burglary or attempt, threat, committed by the Assured or by any officer, employee (except Brinks or Armored Car Employees): trustee or authorized representative of the Assured, whether acting alone or in collusion with others;
2. forgery by whomsoever committed.

## **SECTION V CRIME, MONEY AND SECURITIES**

### **SPECIFIC CONDITIONS**

**(Except As Otherwise Set Forth Within A Coverage Herein)**

- A. Warranted free of all claims for losses not discovered within the term of this Insurance and for losses sustained and/or acts committed prior to March 1, 1982 (hereinafter called the "Retroactive Date") but with the understanding that in the event of (a) the expiration of this Insurance by reason of non-renewal, or (b) the termination of this Insurance as an entirety, as provided in General Conditions (V) the Assured shall have twelve (12) calendar months following the date of such expiration or termination date of such expiration or termination.

Notwithstanding anything to the contrary contained herein it is understood and agreed that in the event of this Insurance being immediately succeeded by a similar Insurance with Insurer on which the Retroactive Date is March 1, 1982 the said succeeding insurance shall be deemed to be a renewal hereon and in consequence the discovery period provided herein shall not be operative.

- B. Under PARAGRAPH K COMMERCIAL BLANKET BOND
1. Upon the discovery of any loss hereunder this Section shall be treated as reinstated so as at all times to continue in force for the sum set forth herein notwithstanding any previous loss for which the Surety may have paid or be liable to pay hereunder provided however that in no event shall the Surety be liable under this Section for an amount greater than the limits of liability stated on account of any one loss or series of losses caused by the fraudulent or dishonest acts of any Employee or in which such Employee is concerned or implicated.
  2. In case any reimbursement by obtained or recovery be made by the Employer or by the Surety on account of any loss covered under this Section, the net amount of such reimbursement or recovery, after applied to reimburse the employer in full for that part if any, of such loss in excess of

this Section, and the balance, if any, or the entire net reimbursement or recovery if there be no such excess loss, shall be applied to that part of such loss covered by this Section or, if payment shall have been made by the Surety, to its reimbursement therefore. The Employer shall execute all necessary papers and render all assistance not pecuniary to secure unto the Surety the rights provided for in this paragraph.

The following shall not be reimbursement or recovery within the meaning of this paragraph: suretyship, insurance or reinsurance; also security or indemnity taken from any source by or for the benefit of the Surety.

3. This Section shall be deemed cancelled as to any Employee immediately upon discovery by an officer or the Risk Manager of the Assured, of any fraudulent or dishonest act on the part of such Employee; or at 12:01AM Standard Time as aforesaid upon the Employer or sent by registered mail. Such date if the notice by served shall be not less than fifteen days after such service, or if sent by registered mail, not less than twenty days after the date borne by the sender's registry receipt.

D. Under Section V Coverages

It is agreed that within the term "employees" are various public officials of the Assured who by Law are required to be separately bonded. It is further agreed that this Section shall apply as primary insurance for those public officials in full compliance with any statutory requirement.

**ENDORSEMENT #1**

Effective 12:01 A.M., Local Standard Time 7/1/1985

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

Section IV – Liability Coverages: Exclusions, page 43, is amended by deleting the following:

“(3) to fines, penalties, punitive or exemplary damages.”

and:

Re-number Subsection “4” to “3”.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: /s/ Scotty Baesler  
MAYOR



**RESOLUTION NO. 110-89**

A RESOLUTION, PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT #1 TO THE MASTER CONTRACT OF SELF INSURANCE, TO DELETE THE EXCLUSION FOR PAYMENT OF PUNITIVE DAMAGES, FOR THE OFFICE OF RISK MANAGEMENT.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That, pursuant to Section 2-7 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement #1 to the master contract of Self-Insurance to delete the exclusion for payment of punitive damages, for the Office of Risk Management.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 23, 1989

/s/ Scotty Baesler  
MAYOR

ATTEST:

/s/ Ann Sallee  
Clerk of Urban County Council

PUBLISHED: March 29, 1989-It

194/365

**RESOLUTION NO. 188-89**

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE APPEALS BOARD OF ELECTRICIANS, TO PROVIDE THE SAME LIABILITY INSURANCE COVERAGES AND LIMITS AS ARE AVAILABLE TO THE GOVERNMENT VIA EXISTING PROPERTY AND CASUALTY INSURANCE CONTRACTS AND/OR SELF-INSURANCE MECHANISMS IN CONSIDERATION FOR SERVICES PROVIDED BY THE BOARD.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with the Appeals Board of Electricians, to provide the same liability insurance coverages and limits as are available to the Government via existing property and casualty insurance contracts and/or self-insurance mechanisms in consideration for services provided by the Board.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 4, 1989

/s/ Scotty Baesler

MAYOR

ATTEST:

/s/ Ann Sallee  
Clerk of Urban County Council

PUBLISHED: May 10, 1989-It

151/381

**INSURANCE COVERAGE**

The Lexington-Fayette Urban County Government (hereinafter the Government) and the Appeals Board of Electricians, its officers and members, (hereinafter the Board) do hereby agree that in consideration for the services provided by the Board, the Government will provide to the Board, individually and/or collectively while acting in its official capacity and in the scope of its duties the same liability insurance coverages and limits as are available to the Government via existing property and casualty insurance contracts and/or self-insurance mechanisms subject to any conditions, exclusions and insuring agreements of those insurance contracts. Types and limits of coverages to be provided by the Government and then only as excess over other valid and collectible coverage.

In consideration for the insurance coverages provided by the Government, the Board does hereby agree to provide the following services: to hear and render a decision on all appeals taken from an order or determination of the Examining Board of Electricians, in compliance with any and all existing agreements, understandings and directives given by the Government and/or any applicable laws, regulations and ordinances. The Board further agrees to adhere to and comply with the Government's safety and loss control policies and procedures as well as the accident reporting guidelines established by the Government and/or its authorized agents. The Board further agrees to assume full responsibility for familiarizing itself with any and all provisions to be complied with in order to provide the services.

AGREED TO:

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

APPEALS BOARD OF ELECTRICIANS

BY: /s/ Scotty Baesler  
(MAYOR)

BY: /s/Jessie Thomas Holman  
TITLE: Board Member

DATE: 5/9/89

DATE: 5/9/89

WITNESSED BY:

WITNESSED BY:

/s/ Ann Sallee

/s/ Karen H. Napier

5/9/89

5/9/89



## ENDORSEMENT #2

Effective 12:01 A.M., Local Standard Time 7-1, 1985

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

### DELETE:

General Exclusion, C., page 16;

Fines, penalties, punitive or exemplary damage.

This clause does not extend this Insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached.

### AMEND:

Section 1 Property, Extension of Coverage

Automatic Protection for newly constructed or acquired properties including contents and owned Builder's Risk with no requirement only if notice is provided to the insurer within thirty (30) days after completion of construction or acquisition of the property.

### DELETE:

Section 1 Property, exclusions

A., 1, page 25

Loss or damage caused by or resulting from moth, vermin, termites or other insects, inherent vice, latent defect, wear, tear, or gradual deterioration, contamination, rust, wet or dry rot, mold, dampness of atmosphere, smog or extremes of temperature, mechanical derangement or breakdown, radioactive or fissionable material, loss resulting from fire: or loss or damage by settling, shrinkage or expansion in building foundation.

### DELETE:

Section 1 Property, Exclusions

B., 3, page 26;

Loss resulting from shrinkage, evaporation, loss of weight or leakage, unless such loss is caused directly by fire or the combating thereof, lightning, wind storm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage, of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft or attempted theft.

### DELETE:

Section IV Liability Coverages, Conditions, page 39;

(Except As Set Forth Within A Coverage Herein)

### DELETE:

Section IV Liability Coverages, Definitions, page 40;

(Except As Set Forth Within A Coverage Herein)

DELETE AND ADD:

Section IV Liability Coverages, Exclusions, page 42;

DELETE:

(Except As Set Forth Within A Coverage Herein)

AND ADD:

4. To the named ASSURED, except for defense costs, when the defense of sovereign immunity is available to the Named Assured.

DELETE:

Section IV Crime, Money and Securities, Definitions, page 46;

(Except As Set Forth Within A Coverage Herein)

DELETE:

Section IV Crime, Money and Securities, Exclusions, page 47;

(Except As Set Forth Within A Coverage Herein)

ADD:

COVERAGE IS EXTENDED TO THE FOLLOWING

- A. The Lexington-Fayette Urban County Government Public Facilities Corporation, and its members, directors and officers;
- B. The Lexington-Fayette Urban County Government Public Parking Corporation and its members, directors and officers;

AMEND:

General Insurance Agreements, 11.

Name of Assured page 6:

THE FOLLOWING IS A CLARIFICATION AS TO THE EXTENT OF COVERAGE BOARDS, COMMISSIONS, AUTHORITIES, COMMITTEES TASK FORCES OR CORPORATIONS.

The word Assured includes not only the Named Assured, but also:

Boards, Commissions, Authorities, Committees, Task Forces or Corporations, along with their members and officers, that receive no funds from the Lexington-Fayette Urban County Government or any other governmental entity and have no employees, and that are:

1. Organized pursuant to Article 7 of the Lexington-Fayette Urban County Government Charter; or
2. Organized pursuant to Ordinance or Resolution of the Lexington-Fayette Urban County Council; or

3. That are appointed by the Mayor.

Organizations to which insurance coverages are extended pursuant to this Endorsement shall agree to comply with the Lexington-Fayette Urban County Government's safety and loss control policies and procedures as well as accident reporting guidelines established by the Government or its authorized agents.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT COUNCIL

BY: /s/ Scotty Baesler  
MAYOR

ITS/B:endorse.no2

Date: 6/14/90

### ENDORSEMENT #3

Effective 12:01 A.M., Local Standard Time 4-1, 1990

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

ADD:

Section 18, Property, Definitions  
A. Property of the Assured page 22

"The term Assured's Property shall mean: all Real and Personal Property of the Assured; Personal Property of others for which the Assured is legally liable or under obligation to insure; Personal Property of employees while property has been inventoried with said inventories required to be on file with the Insurer and the Personal Property being required by the Name Assured to be used by the employee on the job, but only as excess to any other Coverage available to the employee, this coverage is not applicable when the employee caused or contributed to the loss of personal property by an act of negligence or when clothing allowances are paid to the employee for the replacement and/or maintenance of personal property; Automatic Builder's Rate for new construction or renovation by the Named Assured and Assured's interest in Improvement and Betterments. Property of the Assured includes but is not limited to: Fine Arts, Antiques, Computers, Data Processing Equipment, Data, Media, Computer Programs, Valuable Papers, Records, Moneys and Securities, T.V. and Video Equipment, and any Real or Personal Property in transit.

AMEND:

Section IV Liability Coverages, Definitions  
E. Automobile page 41;

The term "automobile" shall mean: any land motor vehicle self-propelled or not, licensed for road use, or unlicensed, trailer or semi-trailer, including its equipment and any equipment permanently attached hereto. The word "trailer" shall include semi-trailer.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban Government Property and Casualty Self-Insurance Policy no. 1174-914-88 issue by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance fund of Lexington, Kentucky, date June 14, 1990.

Lexington-Fayette Urban County  
Government Council

BY: /s/ Scotty Baesler \_\_\_\_\_ MAYOR

2TS:Endorse.3



**RESOLUTION NO. 161-91**

A RESOLUTION, PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT NO. 4 TO THE MASTER CONTRACT OF SELF-INSURANCE INDEMNIFYING THE BOARD OF DIRECTORS OF JULIUS MARKS HOME, INC., d/b/a BRECKINRIDGE HEALTH CARE, INDIVIDUALLY AND COLLECTIVELY, FOR ALL OR ANY PORTION OF THE \$10,000.00 SELF INSURED RETENTION WHICH IT MAY BE REQUIRED TO PAY UNDER INTERNATIONAL INSURANCE COMPANY POLICY NO. 524-134438-2. SUBJECT TO ALL OF THE TERMS, CONDITIONS, AND EXCLUSIONS OF SAID INSURANCE POLICY.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That, pursuant to Section 2-7 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement No. 4 to the Master Contract of Self-Insurance, which is attached hereto and incorporated herein by reference.

Section 2 – That this resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 4, 1991.

/s/ Scotty Baesler  
MAYOR, SCOTTY BAESLER

**ENDORSEMENT NO. 4**

Effective 12:01 A.M., Local Standard Time 12-1, 1990 to 12-1, 1991.

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

The Lexington-Fayette Urban County Government (the Government) hereby agrees to indemnify the Board of Directors of Julius Marks Home, Inc. d/b/a Breckinridge Health Care, individually and collectively, for all or any portion of the \$10,000.00 self insured retention which it shall be required to pay under International Insurance Company Policy No. 524-134438-2, subject to all of the terms, conditions, and exclusions of said insurance policy. This insurance policy is hereby incorporated by reference and made a part of this Endorsement.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT COUNCIL

BY:           /s/ Scotty Baesler            
MAYOR

Dated: 4/8/91

2TS/D:ENDOR.4

**RESOLUTION NO. 162-91**

A RESOLUTION, PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT NO. 5 TO THE MASTER CONTRACT OF SELF-INSURANCE EXTENDING INSURANCE COVERAGES TO THE KENTUCKY WORLD TRADE CENTER LEXINGTON, INC. (KWTC), ITS BOARD, OFFICERS, EMPLOYEES, VOLUNTEERS AND OTHER INDIVIDUALS PERFORMING DUTIES ON BEHALF OF KWTC PURSUANT TO INDEPENDENT CONTRACTS WITH THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That, pursuant to Section 2-7 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement No. 5 to the Master Contract of Self-Insurance, which is attached hereto and incorporated herein by reference.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 4, 1991

                          /s/ Scotty Baesler  
MAYOR

ATTEST:

                          /s/ Ann Sallee  
Clerk of Urban County Government

PUBLISHED: April 10, 1991-It

2TS/D:resol.no

**ENDORSEMENT NO. 5**

R-165-91

Effective 12:01 A.M., Local Standard Time April 1, 1991.

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

AMEND:

General Insurance Agreement II  
Name of Assured Page 6

The word Assured includes not only the Name Assured, but also the Kentucky World Trade Center Lexington, Inc. (KWTC) and its Board, officers, employees, and volunteers. The word Assured shall also include until July 1, 1991, individuals performing duties on behalf of KWTC pursuant to independent contracts with the Lexington-Fayette Urban County Government for purposes of the following coverages only: Section I – Property; Section IV – Liability; and Section V – Crime, Money and Securities

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT COUNCIL

BY:     /s/ Scotty Baesler      
MAYOR

Dated: 4/8/91

2TS/D:endor.5

CONTRACT #2291

**ENDORSEMENT NO. 6**

Effective 12:01 A.M., Local Standard Time, April 1, 1992.

This Endorsement is attached to and forms a part of the Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88, issued by Lexington-Fayette Urban County Government and dated July 1, 1985.

AMEND:

General Insurance Agreement II  
Name of Assured Page 6

The word Assured includes Robert E. Hisle and Anita Hisle for the following coverage only: Addition living Expense Coverage – If a covered loss makes residence premises occupied by Robert E. Hisle and Anita Hisle located on 23.5 acres of land on Briar Hill Road in Lexington, Fayette County, Kentucky, which is more particularly described in Deed Book 1506, Page 621 of the Fayette County Court Clerk's Office, uninhabitable, then until such time as the Lexington-Fayette Urban County Government repairs or replaces the damaged residence premises, Robert E. Hisle and Anita Hisle shall be paid the reasonable increase in their living expense necessary to maintain their normal standard of living while they live elsewhere.

All other terms, conditions, agreements and stipulations forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 remain unchanged.

Lexington-Fayette Urban  
County Government

By: /s/ Scotty Baesler  
Mayor

o:\mtdatalts\lfucg\endorse

**RESOLUTION NO. 106-93**

A RESOLUTION AMENDING SECTION 1 OF RESOLUTION NO. 51-93 TO AUTHORIZE AND DIRECT THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT NO. 7 TO THE MASTER CONTRACT OF SELF-INSURANCE AND EXTENDING COMPREHENSIVE GENERAL LIABILITY AND PUBLIC OFFICIALS LIABILITY COVERAGES TO THE FAMILY CARE CENTER VOLUNTEER BOARD, INC. AND ITS MEMBERS, OFFICERS AND DIRECTORS, AND AMENDING THE TITLE OF RESOLUTION NO. 51-93 TO REFLECT THE SAME.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 1 of Resolution No. 51-93 be amended as follows:

Section 1 – That, pursuant to Section 2-7 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement No. 7 to the Master Contract of Self-Insurance, which is attached hereto and incorporated herein by reference.

Section 2 – That the title of Resolution No. 51-93 be amended as follows:

A RESOLUTION, PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT NO. 7 TO THE MASTER CONTRACT OF SELF-INSURANCE AND EXTENDING COMPREHENSIVE GENERAL LIABILITY AND PUBLIC OFFICIALS LIABILITY COVERAGES TO THE FAMILY CARE CENTER VOLUNTEER BOARD, INC. AND ITS MEMBERS, OFFICERS AND DIRECTORS.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 25, 1993

\_\_\_\_\_  
/s/ Pam Miller  
MAYOR

ATTEST:

\_\_\_\_\_  
/s/ Liz Damrell  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: March 31, 1993-It

LA1216.res

**ENDORSEMENT NO. 7**

Effective 12:01 A.M., Local Standard Time January 1, 1993.

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

**AMEND:**

General Insurance Agreement II  
Name of Assured Page 6

The word Assured includes not only the Name Assured, but also the Family Care Center Volunteer Board, Inc. and its members, directors and officers while acting in their official capacity and within the scope of their duties on behalf of the Lexington Fayette County Government Family Care Center for purposes of the following coverages only:

Section IV F, Comprehensive General Liability and Section IV H, Public Officials Liability.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT COUNCIL

BY:     /s/ Pam Miller      
MAYOR

**RESOLUTION NO. 199-93**

A RESOLUTION PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT NO. 8 TO THE MASTER CONTRACT OF SELF-INSURANCE EXTENDING COMPREHENSIVE GENERAL LIABILITY AND PUBLIC OFFICIALS LIABILITY COVERAGES TO THE SHAKESPEARE FESTIVAL COMMISSION, ITS EXECUTIVE DIRECTOR AND THE BALLET UNDER THE STARS COMMITTEE AND ITS MEMBERS, COVERING THEIR ACTIVITIES AND PERFORMANCES IN CALENDAR YEAR 1993; AND AUTHORIZING AND DIRECTING THE DIVISION OF RISK MANAGEMENT, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO SECURE AN ACCIDENT AND HEALTH INSURANCE POLICY WITH HARTFORD INSURANCE TO COVER THE PERFORMERS AT THE 1993 SHAKESPEARE FESTIVAL AND 1993 BALLET UNDER THE STARS, AT A COST NOT TO EXCEED \$2,474.00.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement No. 8, which is attached hereto and incorporated herein by reference, to the Master Contract of Self-Insurance extending comprehensive General Liability and Public Officials Liability coverages to the Shakespeare Festival Commission and its Executive Director and the Ballet Under the Stars Committee and its members, covering their activities and performances in calendar year 1993.

Section 2 – That the Division of Risk Management, on behalf of the Urban County Government, be and hereby is authorized and directed to secure an Accident and Health Insurance Policy with Hartford Insurance to cover the performers at the 1993 Shakespeare Festival and 1993 Ballet Under the Stars.

Section 3 – That an amount, not to exceed the sum of \$2,474.00, be and hereby is approved for payment to Hartford Insurance from account #117-490-472-470, pursuant to the terms of the insurance policy.



**ENDORSEMENT NO. 8**

Effective 12:01 A.M., Local Standard Time January 4, 1993.

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

AMEND:

General Insurance Agreement II  
Name of Assured Page 6

The word Assured includes not only the Name Assured, but also members of the Shakespeare Festival Commission, its Executive Director and members of the Ballet Under the Stars Committee while acting in their official capacity and within the scope of their duties on behalf of the Shakespeare Festival Commission and the Ballet Under the Stars Committee for purposes of the following coverages only:

Section IV F, Comprehensive General Liability and Section IV H, Public Officials Liability.

This endorsement expires December 31, 1993.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT COUNCIL

BY: /s/ Pam Miller  
MAYOR

141/J68

**RESOLUTION NO. 513-93**

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENT NO. 9 TO THE MASTER CONTRACT OF SELF-INSURANCE TO EXTEND WORKERS' COMPENSATION, COMPREHENSIVE GENERAL LIABILITY AND PUBLIC OFFICIALS LIABILITY COVERAGES TO THE FRIEND OF THE COURT, PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES.

---

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement No. 9 to the Master Contract of Self-Insurance, which is attached hereto and incorporated herein by reference, to extend Workers' Compensation, comprehensive general liability and public officials liability coverages to the Friend of the Court, pursuant to Section 2-7 of the Code of Ordinances of the Lexington-Fayette Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 9, 1993.

                                /s/ Pam Miller  
MAYOR

ATTEST:

                                /s/ Liz Damrell  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 15, 1993-It

BS/426.res

**ENDORSEMENT NO. 9**

Effective 12:01 A.M., Local Standard Time September 13, 1993

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

AMEND:

General Insurance Agreement II  
Name of Assured Page 6

The word Assured includes not only the Name Assured, but also the Friend of the Court appointed pursuant to KRS 403.090 while acting in his or her official capacity and within the scope of his or her duties as Friend of the Court for purposes of the following coverages only:

Section III, Workers Compensation; Section IV F, Comprehensive General Liability and Section IV H, Public Officials Liability.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT COUNCIL

BY:     /s/ Pam Miller      
MAYOR

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**ENDORSEMENT NO. 10**

Effective 12:01 A.M., Local Standard Time April 6, 1995.

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement is amended to read as follows:

**AMEND:**

General Insurance Agreement II  
Name of Assured Page 6

The word Assured includes not only the Name Assured, but also the Board of Directors of the Friends of McConnell Springs, Inc., while acting in its official capacity and within the scope of its duties on behalf of the Friends of McConnell Springs, Inc. for purposes of the following coverages only:

Section IV F, Comprehensive General Liability  
and Section IV H, Public Officials Liability

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Lexington-Fayette Urban County Government Property and Casualty Self-Insurance Policy No. 1174-914-88 issued by Lexington-Fayette Urban County Government Division of Risk Management Self-Insurance Fund of Lexington, Kentucky, dated July 1, 1985.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: /s/ Pam Miller  
PAM MILLER, MAYOR

BS\37.mis

**RESOLUTION NO. 54-99**

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ELECTRONIC DATE RECOGNITION CLAUSE TO ARKWRIGHT MUTUAL INSURANCE POLICY NO. 06020537 AND PURSUANT TO SECTION 2-7 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ENDORSEMENTS 11 AND 11(2) TO THE MASTER CONTRACT OF SELF INSURANCE, BOTH TO EXCLUDE COVERAGE FOR COMPUTER RELATED PROBLEMS ASSOCIATED WITH THE YEAR 2000 SOFTWARE LIMITATIONS.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is directed to execute the Electronic Date Recognition Clause to Arkwright Mutual Insurance Policy No. 06020537 to exclude coverage for computer problems associated with the year 2000 software limitations.

Section 2 – That, pursuant to Section 2-7 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Endorsement Nos. 11 and 11(2) to the master contract of Self-Insurance to exclude coverage for computer problems associated with the year 2000 software limitations.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 11, 1999

/s/ Pam Miller  
MAYOR

ATTEST:

/s/ Liz Damrell  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 17, 1999-It

TH/res119

**ENDORSEMENT #11**

Effective 12:01 A.M., Local Standard Time, October 15, 1998

This endorsement is attached to and forms a part of the Lexington Fayette Urban County Government Property and Casualty Self Insurance Policy No. 1174-914-88, issued by the Lexington Fayette Urban County Government and dated July 1, 1985.

**EXCLUSIONS – YEAR 2000 COMPUTER RELATED PROBLEMS**

This endorsement modifies insurance provided under the following:

**SECTION IV.F.COMPREHENSIVE GENERAL LIABILITY COVERAGE**

**SECTION IV.G.COMPREHENSIVE AUTOMOBILE LIABILITY COVERAGE**

**SECTION IV.H.PUBLIC OFFICIALS LIABILITY COVERAGE**

The following exclusion is added to SECTION IV.F.LIABILITY COVERAGES EXCLUSION.

This insurance does not apply to injury arising directly or indirectly out of:

- (a) Any actual or alleged failure, malfunctions or inadequacy of:
  - (1) Any of the following whether belonging to any insured or to other:
    - a. Computer hardware, including microprocessors;
    - b. Computer application software;
    - c. Computer operating systems and related software;
    - d. Computer networks;
    - e. Microprocessors (computer chips) not part of any computer system; or
    - f. Any other computerized or electronic equipment or component; or
  - (2) Any other products, and any services, data or functions that directly or indirectly utilize or rely upon, in any manner, any of the items listed in Section 1 of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

(b) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision done by the assured or for the assured to determine, rectify or test for, any potential or actual problems described in SECTION IV.F. COMPREHENSIVE GENERAL LIABILITY COVERAGE, SECTION IV.G. COMPREHENSIVE AUTOMOBILE LIABILITY COVERAGE, and SECTION IV.H. PUBLIC OFFICIALS LIABILITY COVERAGE of this endorsement.

<u>                  /s/ Pam Miller                  </u>	<u>                  2/11/99                  </u>
Pam Miller, Mayor	Date

ISSUED 10/01/98

**ENDORSEMENT #11(2)**

Effective 12:01 A.M., Local Standard Time, October 15, 1998

This endorsement is attached to and forms a part of the Lexington Fayette Urban County Government Property and Casualty Self Insurance Policy No. 1174-914-88, issued by the Lexington Fayette Urban County Government and dated July 1, 1985.

This endorsement modifies insurance provided under the following:

**GENERAL EXCLUSIONS OF SELF-INSURANCE POLICY NO. S.I. 1174-914-88**

The following exclusion is added to SECTION I PROPERTY – EXCLUSIONS of Section A:

**F. EXCLUSIONS – YEAR 2000 COMPUTER RELATED PROBLEMS**

Notwithstanding any provision of this Policy which may appear to the contrary (including any endorsement thereto except an endorsement specifically referencing this Electronic Date Recognition Clause), this Policy does not insure any loss, damage, cost, claim, or expense, whether preventative (including temporary protection and preservation of property), remedial, or otherwise, directly or indirectly arising out of or relating to;

- a. the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data involving one or more dates or times, including the Year 2000, by any computer system, hardware, program, or software, or any microchip, integrated circuit, or similar device in computer equipment, or non-computer equipment, whether the property of the Insured or not; or,
- b. any change, alteration, correction, or modification involving one or more dates or times, including the Year 2000, to any such Computer system, hardware, program, or software, or any microchip, integrated circuit, or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost, claim, or expense.

If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall cover only such resulting loss or damage. Such covered resulting loss or damage shall not include any cost, claim, or expense, whether preventative (including temporary protection and preservation of property), remedial, or otherwise, arising out of or relating to any change, alteration, correction, or modification relating to (1) data, or (2) the ability of any computer system, hardware, program, or software, or any microchip, integrated circuit, or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate, sequence, or process any data. Claims for resulting physical loss or damage at multiple locations shall constitute a separate occurrence at each location.

<u>                  /s/ Pam Miller                  </u>	<u>                  2/11/99                  </u>
Pam Miller, Mayor	Date

ISSUED 10/01/98

**CONTRACT FOR COVERAGE UNDER  
THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
SELF INSURANCE POLICY**

The Undersigned Board of Directors of The Friends of McConnell Springs, Inc. (hereinafter the INDEMNIFIED) hereby applies for insurance coverage under the Lexington-Fayette Urban County Government's (hereinafter the INDEMNIFIER) Self Insurance Policy which shall be reviewed, approved and renewed on an ongoing annual basis by the Division of Risk Management until termination by the parties.

The INDEMNIFIER, being a local merged city-county government, operating under the authority of Kentucky State Law, Section 58.180 of the Kentucky Revised Statutes, and being a political subdivision of the Commonwealth of Kentucky, has been instrumental in the development and creation of the INDEMNIFIED for the purpose of the INDEMNIFIED promoting and facilitating the governmental operation of the INDEMNIFIER, to wit; provide for long-term debt financing in accordance with the Kentucky Revised Statutes, for needed community improvements, for necessary administration and management of buildings and property, for purchase of land and other property, or for whatever is required to accomplish the overall goal of the INDEMNIFIER's function in service to the community.

In return for services provided and as a condition precedent for providing those covered services, the INDEMNIFIER does hereby agree to indemnify the INDEMNIFIED against any and all losses arising from the activities of The Board of Directors of The Friends of McConnell Springs, Inc. by providing the same property and casualty coverages and limits available to the INDEMNIFIER through all existing and future property and casualty insurance contracts and/or self-insurance mechanisms in place for the funding of such losses. The INDEMNIFIER shall, by endorsement and amendment of all existing and future property and casualty insurance contracts and/or self-insurance mechanisms, have the INDEMNIFIED added as a named insured under the declarations of said insurance contracts and defined as follows:

"The Board of Directors of The Friends of McConnell Springs, Inc., its employees and agents, individually or collectively, while acting in their official capacity or in the scope of their duties, and any person, organization, trustee, or estate to whom The Board of Directors of The Friends of McConnell Springs, Inc. is obligated by virtue of written contract or agreement to provide indemnification such as is provided by the Lexington-Fayette Urban County Government, but only in respect to the operation by or on behalf of The Board of Directors of The Friends of McConnell Springs, Inc."

In consideration for providing the insurance coverage by the INDEMNIFIER, the INDEMNIFIED agrees to adhere to and comply with any and all of the INDEMNIFIER's safety and loss control policies and procedures as well as the accident/incident reporting guidelines established by the INDEMNIFIER and/or its authorized agent(s). The INDEMNIFIED further agrees and understands that the INDEMNIFIER has full right and authority to audit, inspect, and review the facilities, plant locations, operational procedures, bid procedures, claims reporting and incident notification/procedures, records, books, and any other pertinent documentation of the INDEMNIFIED. The INDEMNIFIED agrees to promptly comply with any/or all Risk Management recommendations by the INDEMNIFIER.

Both the INDEMNIFIED and INDEMNIFIER agree and understand that failure to comply with any/or all of the provisions of this Agreement shall constitute an event of default of the Agreement resulting in the disallowance of claims made hereunder. The default shall exist at the time of the failure to comply with the provisions of this Agreement whether the other party has notice of the default or not.



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CONTRACT FOR COVERAGE UNDER THE  
LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT'S SELF INSURANCE POLICY  
June 1, 1995

AGREED TO \_\_\_\_\_  
("INDEMNIFIED")  
DIVISION OF RISK MANAGEMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT BY \_\_\_\_\_  
("INDEMNIFIER")  
DATE \_\_\_\_\_  
BY \_\_\_\_\_ TITLE \_\_\_\_\_  
DATE \_\_\_\_\_ DIVISION/DEPARTMENT \_\_\_\_\_