



P.O. Box 910888
Lexington, KY 40591
P: 859.273.6000
www.dellavallemgmt.com

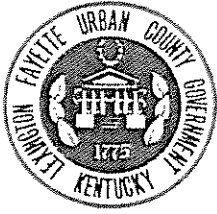
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY
HORSE CAPITAL OF THE WORLD

INVITATION TO BID: #154-2014
SNOW REMOVAL – VARIOUS LOCATION

BID OPENING DATE: OCTOBER 1ST, 2014

BID INFORMATION ENCLOSED

DIVISION OF CENTRAL PURCHASING
200 EAST MAIN STREET, ROOM #338
LEXINGTON, KENTUCKY 40507
(859) 258-3320



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 17, 2014

INVITATION TO BID #154-2014 Snow Removal – Various Locations

Bid Opening Date: October 1, 2014

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: September 24, 2014

Pre Bid Time: 11:30 AM

Address: 200 E Main St, 3rd Floor Purchasing Conf Room, Lexington, KY

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **10/01/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

Check One: <input type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: DellaValle Management Inc.

Firm Name
P.O. Box #910888

Address
Lexington, Kentucky 40591
City, State & Zip

Bid must be signed:
(original signature)
Signature of Authorized Company Representative – Title

Glen DellaValle
Representative's Name (Typed or printed)

(859) 621-6569 na
Area Code - Phone - Extension *Fax #*

dellmgmtgroup@aol.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Glen DellaValle and he/she is the individual submitting the bid or is the authorized representative of DellaValle Management Inc., the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
 by Glen DellaValle on this the 30th day
 of September, 2014.

My Commission expires: 9/27/2017



Rita Luann Shouse
 NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.


The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.


Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

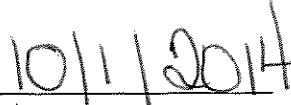

Signature


Name of Business

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date

WORKFORCE ANALYSIS FORM

Name of Organization: DelValle Management Inc.

Date: 9 / 22 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals		2	3							2	3
Superintendents											
Supervisors		1								1	
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical		2	2						2	2	4
Skilled Craft											
Service/Maintenance		7	1			1				8	1
Total:		12	6			1			2	13	8

Prepared by: Jamie L Wilson, Vice-President
Name & Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 154-2014

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.	n/a			
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

DellaValle Management Inc. Glen DellaValle
 Company Company Representative
10/1/2014 Owner/President
 Date Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 154-2014

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.	N/A				
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Dellavalle Management Inc. Glen Dellavalle
 Company 10/11/2014 Company Representative Owner/President
 Date 10/11/2014 Title Owner/President

[Handwritten signature]



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 154-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>DellaValle Management Inc</u>	Contact Person <u>Glen DellaValle</u>
Address/Phone/Email <u>P.O. Box #910888 Lex. KY 40591</u> <u>(859) 273-6000/dellmgmtgroup@aol.com</u>	Bid Package / Bid Date <u>#154-2014 Snow Removal = 10-1-2014</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
		<u>n/a</u>					

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

DellaValle Management Inc

Company

Glen DellaValle

Company Representative

Date

10/1/2014

Title

Owner/President



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 154-2014
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
		N/A					

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Dellavalle Management Inc. _____
 Company _____ Company Representative (Glen Dellavalle)
10/1/2014 _____
 Date _____ Title Owner/President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 154-2014


By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

<u>DeBalle Management Inc.</u> Company	 Company Representative
<u>10/1/2014</u> Date	<u>Owner/President</u> Title

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

LEXINGTON, KENTUCKY

HORSE CAPITAL OF THE WORLD

INVITATION TO BID: #154-2014

SNOW REMOVAL – VARIOUS LOCATION

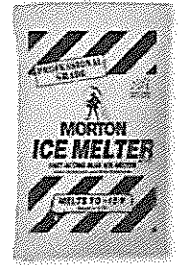
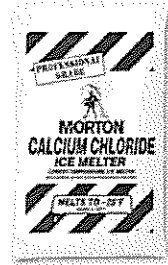
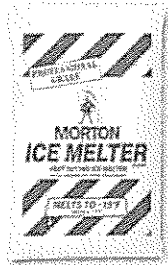
MATERIAL SPECIFICATIONS

**DIVISION OF CENTRAL PURCHASING
200 EAST MAIN STREET, ROOM #338
LEXINGTON, KENTUCKY 40507
(859) 258-3320**



Ice Melting Solutions™

**PROFESSIONAL
GRADE**



PRODUCT NAME	50 lb. MORTON® SAFE-T-SALT®	50 lb. MORTON® ICE MELTER BLEND	50 lb. MORTON® CALCIUM CHLORIDE ICE MELTER	50 lb. MORTON® ECO-SAFE ICE MELTER	50 lb. MORTON® ICE MELTER BLEND
Contents	Salt	Salt and Calcium	Calcium Chloride	Eco-Safe Blend	Colored Salt and Calcium
Product Commodity Code	4664	8007	7875	7873	7884
Pallet Count	49	49	56	49	49
Pallet Pattern	7 tiers of 7	7 tiers of 7	8 tiers of 7	7 tiers of 7	7 tiers of 7
UPC Item Code	0 24600 04664 0	0 24600 08007 1	0 24600 07875 7	0 24600 07873 3	0 24600 07884 9

Morton® Ice Melting Solutions™
123 North Wacker Drive, Chicago, IL 60606-1743

1-888-644-9147
www.mortonsalt.com

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Printed in Canada

MORTON SALT

A Rohm and Haas Company

Material Safety Data Sheet

MSDS 001, Revised 03/13/2006

Emergency Phone Number: 312/807-2000

1. PRODUCT IDENTIFICATION

Chemical Name: Sodium Chloride **Common Name:** Salt
CAS Number: 7647-14-5 **Chemical Formula:** NaCl

Product Names (Salt w/o additives):

All Purpose Purex Salt	Kleer Fine Salt	Rock Salt for Making Ice Cream
Canning & Pickling Salt	Kleer Granulated Salt	Safe-T-Salt (bagged only)
Culinox 999 Chemical Grade Salt	Mill Run Salt	Select Extra Coarse Rock Salt
Culinox 999 Fine Salt	Northern Fine +20 Rock Salt	Service Pack Salt (all)
Culinox 999 Food Grade Salt	(Northern Rock) Feed Mixing	Ship n' Shore Rock Salt
Evaporated Granulated Salt	Salt, F & R	Stock Salt
Evaporated Salt Pellets	Purex Salt	USP Sodium Chloride
Fine Mixing Salt	Purex Select Salt	White Crystal Rock Salt (all)
H.G. Blending Salt	Reagent Grade Sodium Chloride	White Crystal Solar Salt (all)
Industrial Crude Solar Salt	Refined Sea Salt	White Crystal Water
KD Crude Solar Salt	Rock Pretzel Salt	Softening Solar Salt (all)

2. COMPOSITION / INFORMATION ON INGREDIENTS

	Formula	CAS #	%
Sodium Chloride	NaCl	7647-14-5	100*

*Including small quantities of naturally occurring moisture and calcium/magnesium salts

3. HEALTH HAZARD DATA

Effects of Overexposure:

Ingestion: Very large doses can cause vomiting, diarrhea, and prostration. Oral toxicity rat LD₅₀: 3000 mg / kg.

Skin Contact: Mild skin irritant.

Eye Contact: Moderate irritant.

Inhalation: Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Acute Systemic Effects: Dehydration and congestion may occur in internal organs. Hypertonic salt solutions can produce inflammatory reactions in the gastrointestinal tract.

Chronic Systemic Effects: No information found.

Hazard Rating

(0=None, 4=Extreme)

- ① Health
- ② Flammability
- ③ Reactivity

4. EMERGENCY AND FIRST AID PROCEDURES

Eye Contact: Immediately flush eyes with plenty of water for at least 15 minutes. Call a physician if irritation persists.

Skin Contact: Wash exposed area with soap and water. Get medical advice if irritation develops.

Inhalation: Remove to fresh air. Get medical attention for any breathing difficulty.

Ingestion: If large amounts were swallowed, get medical advice.

5. FIRE AND EXPLOSION HAZARD DATA

Product is non-combustible; no extinguishing media or special fire-fighting procedures are required. There are no unusual fire or explosion hazards.

6. REACTIVITY DATA

Stability: **Stable** **Unstable**

Stable and inert under normal conditions. No hazardous polymerization can occur. No hazardous decomposition products or conditions.

Materials to Avoid: Will react with strong acids (to generate hydrogen chloride) and strong oxidizing agents (to generate chlorine gas).

7. PHYSICAL DATA

Appearance:	Colorless or white crystals	pH:	About 7
Odor:	None	% Non-Volatile:	100
Density (Water = 1):	2.165 g / cc	Vapor Pressure (mm Hg):	1 mm @ 865°C (1589°F)
Solubility in Water:	36 g / 100 cc water at 20°C (68°F)	Boiling Point (760 mm Hg):	1413°C (2575°F)

8. SPILL OR LEAK PROCEDURES

Response to Small Spills: Sweep up and containerize for reclamation or disposal. Vacuuming or wet sweeping may be used to avoid dust dispersal.

Response to Large Spills: Shovel and sweep up; containerize for reclamation or disposal.

Hazards to be Avoided: None.

Reportable Quantity: Check your state for requirements.

Waste Classification: Some states have set maximum limits on chlorides in waste effluent.

Disposal Methods: Whatever cannot be saved for reclamation may be delivered to an approved waste disposal facility or if local ordinances allow, can be dissolved in sufficient amounts of water to meet water quality standards, and flushed down a sewer drain. Ensure compliance with local, state and federal regulations.



9. SPECIAL PROTECTION INFORMATION

- Respiratory Protection:** For conditions of use where exposure to the dust is apparent, a NIOSH approved dust/mist respirator may be worn. For emergencies, a self-contained breathing apparatus may be necessary.
- For Hands, Body:** If deemed necessary, wear protective gloves and clean body-covering clothing.
- For Eyes:** If deemed necessary, use chemical safety glasses or goggles. Contact lenses should not be worn when working with this material. Eye wash fountain or water for eyewashing should be available.
- Ventilation:** In general, dilution ventilation is a satisfactory health hazard control for this substance. However, if conditions of use create discomfort to the worker, a local exhaust system should be considered.

10. SPECIAL PRECAUTIONS

Transport in dry equipment; store in dry location. Handling procedures should minimize generation of airborne dust. Dust respirator as appropriate where exposure exceeds the 10 mg/m² ACGIH TLV for nuisance dust.

11. LABELING INFORMATION

DOT Shipping Name:	Salt (common), sodium chloride	UN No.:	Not applicable
DOT Label:	Not applicable	Additional Product Label:	Not applicable
		Warning:	None

12. USER'S RESPONSIBILITY

The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment.

The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.





SCOTWOOD INDUSTRIES, INC.

12980 Metcalf Ave. STE 240
Overland Park, Kansas 66213
Phone: 800.844.2022
Fax: 913.851.3377

PRODUCT SPECIFICATION AND MATERIAL SAFETY DATA SHEET
ROAD RUNNER ICE MELTING COMPOUND

Effective Date: July 2010

Identity: Road Runner Ice Melting Compound
Contains a proprietary combination of Sodium Chloride,
Calcium Chloride and Magnesium Chloride.

Hazardous Ingredients/Identity Information:
Does not contain Hazardous Components

Physical/Chemical Characteristics:
Boiling Point: Not Applicable
Vapor Pressure: Not Applicable
Vapor Density: Not Applicable
Melting Point: Not Applicable
Evaporation Rate: Not Applicable
Specific Gravity: 2.076
Solubility in Water: 317 gpl @ 0 degrees C
Appearance & Odor: White Dry Granules, Minimal Odor

Fire and Explosion Hazard Data:
Flash Point: Not Applicable
Flammable Limits: Not Applicable
Lel and Uel: Not Applicable
Extinguishing Media: Water or Foam
Spec. Fire Fighting Procedures: None
Unusual Fire & Explosion Hazards: None

Reactivity Data:
Stability: Stable
Condition to Avoid: Strong Oxidizing Acids
Incompatibility: Not Applicable
Hazardous Decomposition or By-Products: Not Applicable
Hazardous Polymerization: Will not occur



SCOTWOOD INDUSTRIES, INC.

12980 Metcalf Ave. STE 240
Overland Park, Kansas 66213
Phone: 800.844.2022
Fax: 913.851.3377

Health Hazard Data:

Routes of Entry

Inhalation: Not Applicable Under Normal Conditions
Skin: Not Applicable Under Normal Conditions
Ingestion: Not Applicable Under Normal Conditions

Health Hazards: None Known

Carcinogenicity: NTP Not Applicable
Larc Monographs Not Applicable
OSHA Regulated Not Applicable

Signs & Symptoms of Exposure: None

Medical Conditions Generally Aggravated by Exposure: None Known

Emergency and First Aid Procedures: Wash Off With Water

In case of eye contact, flush eyes with running water.

If ingested, induce vomiting by lavage with water or milk.

Precautions for Safe Handling and Use:

Steps to be taken in case material is released or spilled:

- 1. Sweep up clean material into clean container.

Waste disposal method:

- 1. Discard in normal waste disposal according to local regulations.

Precautions to be Taken in Handling or Storage:

- 1. Store in a dry area - Wash hands after handling.

Control Measures:

Respiratory Protection: Not Normally Needed

Ventilation: Not Needed Under Normal Conditions

Protective Clothing or Equipment:

Gloves-----Optional

Eye Protection--Optional

Other-----Optional

Work/Hygienic Practices:

Wash Hands after Handling with Warm Soapy Water

Precautions:


Storage and Handling Precautions:

Store in Dry, Well Ventilated Area

Practice Good Housekeeping, Clean up Spills Immediately

References & Definitions:

Combinations: NACL CAS# 7647-14-5
CACL2 CAS# 010043-52-4
MGCL2 CAS# 7786-30-3

 Morton^{®} Salt



[Product
Locator](#)


[Contact
Us](#)

[Careers](#)

[Online
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- [PRODUCTS](#)
- [RECIPES](#)
- [HERITAGE](#)
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Road & Sidewalk Salt

 [Home / Products / Road & Sidewalk Salt / Morton^{®} Calcium Chloride](#)



- [Morton^{®} Action Melt^{®} Blend](#)
- [Morton^{®} Safe-T-Plus^{®} EcoSafe Ice Melt](#)
- [Morton^{®} Safe-T-Power^{®} Calcium Chloride](#)
- [Morton^{®} Safe-T-Salt^{®} Rock Salt](#)

 Morton^{®} Calcium Chloride

Morton[®] Calcium Chloride

Lowest Temperature Ice Melter Melts to -25° F

Morton[®] Calcium Chloride is our lowest temperature ice melter which melts down to -25° F. The premium calcium chloride ingredient creates heat when it comes in contact with ice and snow. As a result, Morton[®] Calcium Chloride melts large volumes of ice and snow fast.

Available Sizes
50 lb. durable bag

[Safety Data Sheets, MSDS](#)

For the latest storm conditions in your area visit
<http://www.spc.noaa.gov/products/wwa/>




- [Morton^{®} Ice Melter Blend](#)
- [Morton^{®} EcoSafe Ice Melter](#)
- [Morton^{®} Calcium Chloride](#)
- [Morton^{®} Safe-T-Salt^{®} Rock Salt](#)



- [Salt & Safety](#)
- [How Salt Works on the Road](#)
- [Highway Salt](#)
- [Industry & Market Trends](#)
- [Ice Melt Selector](#)
- [Ordering Information](#)

[History](#) [Company Information](#) [Morton Girl Merchandise](#) [FAQS](#)

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

LEXINGTON, KENTUCKY

HORSE CAPITAL OF THE WORLD

INVITATION TO BID: #154-2014

SNOW REMOVAL – VARIOUS LOCATION

INSURANCE INFORMATION

**DIVISION OF CENTRAL PURCHASING
200 EAST MAIN STREET, ROOM #338
LEXINGTON, KENTUCKY 40507
(859) 258-3320**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/30/2014

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

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

PRODUCER ISU - Fritts-Million Ins., Inc P. O. Box 365 20 Court Street Mt. Sterling, KY 40353 Tom Million, CIC	CONTACT NAME: Fritts-Million Insurance, Inc.
	PHONE (A/C, No, Ext): 859-498-5860 FAX (A/C, No): 859-498-5897
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Motorists Mutual-Comm	NAIC # 14621
INSURER B:	
INSURER C: Travelers	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **Dellavalle Management Inc.
Glen Dellavalle
P.O.Box 901888
Lexington, KY 40591**

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			33.293088-80	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			33.293088-80	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			33.293088-80	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Bond			104780439	07/19/2013	07/19/2016	EE Theft 350,000

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

CERTIFICATE HOLDER**CANCELLATION**

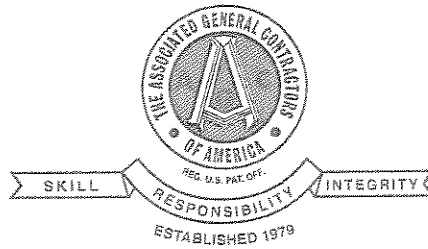
LFUCGCO

LFUCG
Attn: Jimmy Ross
200 East Main Street
Lexington, KY 40507

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

AUTHORIZED REPRESENTATIVE

Julie Spurock



KENTUCKY ASSOCIATED GENERAL CONTRACTORS SELF INSURERS' FUND

Mail to Kentucky AGC/SIF, P.O. Box 436949, Louisville, KY 40253-6949
Phone (502) 245-2007 • Fax (502) 245-6062 • www.kyagcsif.com

OUR A.M. BEST RATING IS A-, "EXCELLENT"
CERTIFICATE OF INSURANCE

ISSUED TO:

This is to certify that **DELLAVALLE MANAGEMENT, INC.**, being subject to the provisions of the Kentucky Workers' Compensation Act, has secured the payment of compensation by insuring their risk with the Kentucky Associated General Contractors Self Insurers' Fund.

Policy Number: 022175

Agent: Logan Lavelle Hunt Insurance

Policy Period: 08/25/2014-01/01/2015 **Limits: Workers' Compensation – Statutory, State of Kentucky
Employers Liability – \$4,000,000 (per occurrence)**

This Certificate is evidence of coverage in effect at the time of issuance but is subject to all terms and conditions of cancellation and/or termination by law. This certificate shall NOT extend coverage to any insured NOT named above by the Kentucky Associated General Contractors Self Insurers' Fund.

THIS COVERAGE HAS BEEN PLACED WITH A WORKERS' COMPENSATION SELF-INSURED GROUP WHICH IS REGULATED BY THE KENTUCKY OFFICE OF INSURANCE AND HAS RECEIVED A CERTIFICATE OF FILING FROM THE COMMONWEALTH OF KENTUCKY. CLAIMS AGAINST GROUP MEMBERS ARE COVERED BY THE SELF-INSURED GROUP INSURANCE GUARANTY ASSOCIATION, BUT ARE NOT COVERED BY THE KENTUCKY INSURANCE GUARANTY ASSOCIATION. GROUP MEMBERS SHALL BE ASSESSED IN THE EVENT OF INSOLVENCY OF THE WORKERS' COMPENSATION SELF-INSURED GROUP.

CANCELLATION

Should the above policy be cancelled before the expiration date, the insured will be issued a thirty (30) day cancellation notice. This in effect allows the insured thirty (30) days from the date of cancellation to secure coverage elsewhere.

**SHOULD YOU WISH TO VERIFY THIS CERTIFICATE, PLEASE CALL THE KENTUCKY AGC/SIF
AT (502) 245-2007.**

Date: 01/01/2015
Form #: UW-10 (REV. 11/05)

**Karl T. Ladegast
Administrator**



Declarations

POLICY NUMBER 33.293088-80E

EFFECTIVE DATE 12/01/2013



DELLAVALLE MANAGEMENT INC

Common Policy Declarations

IL 7000 (01-87)

DELLAVALLE MANAGEMENT INC
PO BOX 910888
LEXINGTON KY 40591

POLICY PERIOD

From 12/01/2013 to 12/01/2014

This policy period begins and ends at 12:01 A.M. Standard
Time at the address of the Named Insured shown.

ENTITY FORM OF BUSINESS: CORPORATION

This declarations page together with the applicable forms listed in the Schedule Of Forms And Endorsements (IL 7004) completes the above numbered policy.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE FORMS

COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL UMBRELLA COVERAGE FORM

ACCOUNTING INFORMATION

TOTAL PREMIUM
KENTUCKY MUNICIPAL AND/OR COUNTY TAX
KENTUCKY FIRE AND POLICE SURCHARGE
TOTAL POLICY PREMIUM
CASH RECEIVED

AMOUNT DUE

Premium adjustments, if any, will be reflected in the next installment. PACKAGE MODIFIER APPLIES

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Declarations

POLICY NUMBER 33.293088-80E

EFFECTIVE DATE 12/01/2013



DELLAVALLE MANAGEMENT INC

Business Auto Coverage Form Declarations Page

CA 7000 (04-96)

ITEM ONE - Named Insured

DELLAVALLE MANAGEMENT INC

ITEM TWO - Schedule of Coverages and Covered Autos

Each of the following coverages will apply only to those "autos" shown as covered "autos". Covered "autos" are designated for a particular coverage by the entry of one or more Covered Auto Symbols described in Section I of the Business Auto Coverage Form; CA 0001.

Coverages	Covered Auto Symbols	Limit of Liability
LIABILITY	7 8	\$ 1,000,000 PER ACCIDENT
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	KY 7	\$ 500,000 PER ACCIDENT
PERSONAL INJURY PROTECTION	KY 7	\$ NO DEDUCTIBLE BASIC
COMPREHENSIVE	7	REFER TO SCHEDULE OF COVERED AUTOS FOR DEDUCTIBLE. NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.
COLLISION	7	REFER TO SCHEDULE OF COVERED AUTOS FOR DEDUCTIBLE.

Forms and Endorsements

Forms applicable to this coverage form are listed in the Schedule Of Forms And Endorsements (IL 7004).

ITEM THREE- Schedule of Covered Autos You Own

See Schedule of Covered Autos Form CA 7002.

ITEM FOUR - Hired or Borrowed Covered Auto Coverage

LIABILITY COVERAGE: (INCLUDED)

ITEM FIVE - Non-Ownership Liability Coverage

NOT APPLICABLE

CA 7000 (04-96)

PAGE 01 OF 01

PROCESSED 12/10/2013

 Motorists Mutual
Insurance Company®
471 East Broad Street, Columbus, Ohio 43215-3861

ISU FRITTS-MILLION INS INC

20 COURT ST
MOUNT STERLING KY 40353

(606) 400-5920

**AGENTS REFERENCE
TO SYMBOL DESCRIPTION**

SYMBOL

- 1 ANY "AUTO."
- 2 OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
- 3 OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
- 4 OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
- 5 OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "auto" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
- 7 SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
- 8 HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households.
- 9 NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

POLICY NUMBER 33.293088-80E

EFFECTIVE DATE 12/01/2013



DELLAVALLE MANAGEMENT INC

Schedule of Covered Autos

CA 7002 (04-96)

The insurance afforded is only for such coverage and endorsements that are specifically designated for each vehicle. Premiums do not include taxes and surcharges. An asterisk (*) next to the Total Premium indicates surcharge will be applied to the premium. A pound sign (#) indicates tax will be applied.

Summary Of Coverages

LIMIT OF LIABILITY (LIAB):		\$ 1,000,000 PER ACCIDENT
UNINSURED MOTORISTS/ (UM/UIM) :	KY	\$ 500,000 PER ACCIDENT
UNDERINSURED MOTORISTS LIMIT		
PERSONAL INJURY PROTECTION (PIP) :	KY	\$ NO DEDUCTIBLE BASIC

PHYSICAL DAMAGE

OTHER THAN COLLISION (OTC)	
COMPREHENSIVE (COMP)	COLLISION (COLL)
SPECIFIED CAUSES OF LOSS (SP)	TOWING AND LABOR (TL)

REFER TO EACH COVERED AUTO FOR COVERAGE AND DEDUCTIBLE (DED).

Refer to the Loss Payable Clause Endorsement (CA 7005) for a complete list of Loss Payees and their interests.

POLICY NUMBER 33.293088-80E

EFFECTIVE DATE 12/01/2013



DELLAVALLE MANAGEMENT INC

VEH	YEAR	MAKE	MODEL	SERIAL NUMBER	CLASS CODE	COST NEW	INTERESTED PARTY APPLIES
0001	2005	FORD	EXPLORER	1FMZU73K05UB63048	01489	30,001	Y
		GARAGED CITY: LEXINGTON		STATE: KY	ZIP CODE: 40513		
0002	2003	CHEVROLET	TOWN & CO	2C8GT64L53R160672	01489	36,001	N
		GARAGED CITY: LEXINGTON		STATE: KY	ZIP CODE: 40513		
0003	2003	CHEVROLET	EXPRESS G1	1GCPG15X161267863	7398	22,001	N
		GARAGED CITY: LEXINGTON		STATE: KY	ZIP CODE: 40513		
0004	2006	FORD	F250 SUPER	1FTSF21P36EB38934	01489	26,001	N
		GARAGED CITY: LEXINGTON		STATE: KY	ZIP CODE: 40513		
0005	2000	CHEVROLET	ASTRO VAN	1GCDM19W9YB167797	01489	20,001	N
		GARAGED CITY: LEXINGTON		STATE: KY	ZIP CODE: 40513		

VEH	LIABILITY LIAB	PIP	UM/UIM	OTC	PHYSICAL DAMAGE DED	DAMAGE COLL	DED	TL	TOTAL PREMIUM
0001	470	18	29	56 COMP	250	161	500	\$	734 #*
0002	470	18	29	56 COMP	250	161	500	\$	734 #*
0003	394	33	44	40 COMP	250	162	500	\$	673 #*
0004	470	18	29	56 COMP	250	161	500	\$	734 #*
0005	470	18	29	45 COMP	250	102	500	\$	664 #*

POLICY NUMBER 33.293088-80E

EFFECTIVE DATE 12/01/2013

businessinsurance

MOTORISTS

DELLAVALLE MANAGEMENT INC

Loss Payable Clause

CA 7005 (04-96)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

Loss or damage under coverages designated shall be payable to the named insured and loss payee stated above as their interest may appear.

Subject to the Cancellation Provision of the Loss Payable Clause, the loss payee's interest in the covered "auto" will be protected for six (6) years.

LOSS PAYABLE CLAUSE

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto." Cancellation ends the agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part. D. If we make any payment to the loss payee, we will obtain his or her rights against any other party.
- C. We may cancel the policy as allowed by the CANCELLATION Condition of the Common Policy Conditions.

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MOTORISTS MUTUAL INSURANCE COMPANY

SCHEDULE

LOSS PAYEE

ATTENTION

MEMBERS HERITAGE FEDERAL
CREDIT UNION
440 PARK PL
LEXINGTON KY 40511 1829

VEH	YEAR	MAKE	MODEL	SERIAL NUMBER	PHYSICAL DAMAGE COVERAGE	
0001	2005	FORD	EXPLORER	1FMZU73K05UB63048	COMP	\$ 250 DED ACV
					COLLISION	\$ 500 DED ACV

Business Auto Coverage Form

CA 0001 (10-01)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description Of Covered Auto Designation Symbols

SYMBOL	DESCRIPTION
1	= ANY "AUTO."
2	= OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	= OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	= OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	= OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
- C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**
- If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:
1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
 2. "Mobile equipment" while being carried or towed by a covered "auto."
 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto."

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above, but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments.

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.

(2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed, we will:

(f) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract." For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expense incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

b. Loss Of Use Expenses

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

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

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. Nuclear Hazard
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value."

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser, and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada, and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy.

This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment."

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

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss."
- F. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees," of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees."
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

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- a. Equipment designed primarily for:
- (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense,"
- to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

Kentucky Changes

CA 0125 (12-02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

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

A. CHANGES IN COVERED AUTOS

The following is added to Paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of Section I - Covered Autos:

If Collision Coverage is provided by the Coverage Form, any "auto" you do not own which is loaned to you as a temporary substitute for a covered "auto" you own that is out of use because of its breakdown, repair or servicing by a person, firm or corporation engaged in the business of selling, repairing or servicing "autos" is a covered "auto" for Collision Coverage.

B. CHANGES IN LIABILITY COVERAGE

1. The following Liability Coverage Exclusions of the Business Auto and Garage Coverage Forms apply only to the extent that the limits of liability for such coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparatons Act:

- a. EXPECTED OR INTENDED INJURY;
- b. CARE, CUSTODY OR CONTROL;
- c. POLLUTION; and
- d. POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS."

C. CHANGES IN PHYSICAL DAMAGE COVERAGE

No deductible applies under Comprehensive Coverage to "loss" to:

- a. Glass used in the windshield, doors and windows, and
- b. Glass, plastic or any other material used in lights required on an automobile by Chapter 189 of Kentucky Revised Statutes.

All other PHYSICAL DAMAGE COVERAGE provisions apply.

D. CHANGES IN CONDITIONS

1. The Other Insurance Condition in the Business Auto and Garage Coverage Forms is changed by adding the following:
 - a. For a temporary substitute for an "auto" you own which is out of use because of its breakdown, repair or servicing, if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos," Liability and Collision Coverage provided by this form shall be primary in the event of an "accident" caused by the negligence of the "insured."
 - b. If you are engaged in the business of selling, repairing or servicing "autos," then for any "auto" you own, which is loaned to a customer, with or without consideration, as a temporary substitute for an "auto" owned by the customer which is out of use because of its breakdown, repair or servicing, Liability and Collision Coverage provided by this form shall be excess in the event of an "accident" caused by the negligence of the customer.
2. The CONCEALMENT, MISREPRESENTATION or FRAUD Condition is amended by the addition of the following:

However, once an "accident" has occurred while this Coverage Form is in effect, this condition does not apply to the liability coverage provided by this Coverage Form, except that we will provide liability coverage only up to the minimum limits of liability required by the Kentucky Motor Vehicle Reparatons Act if you, or any other insured, intentionally conceal or misrepresent a material fact, or commit fraud, in obtaining this policy.

Kentucky Uninsured Motorists Coverage

CA 2176 (03-94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM

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

SCHEDULE

LIMIT OF INSURANCE

\$

Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."

3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle owned by you or any "family member" that is not a covered "auto."
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident," is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto," our limit of insurance for any one "accident," if the "bodily injury" is sustained by you or any "family member," is the sum of the limits applicable to each covered "auto." Subject to this maximum limit of liability for all damages:
 - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than you or any "family member" is that "insured's" pro-rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident."
 - b. You or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro-rata share of the limit described in paragraph a. above.

A person's pro-rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds."

2. If the "bodily injury" is sustained by any "insured," other than you or any "family member," in an "accident" in which neither you nor any "family member" sustained "bodily injury," the limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any such "accident."
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.
4. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
5. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNINSURED MOTORISTS COVERAGE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
4. The following Conditions are added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. The "insured" will not be required to arbitrate disputed claims.

5. The TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US General Condition does not apply to Uninsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of loss.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured," a covered "auto" or a vehicle an "insured" is "occupying."

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

Kentucky Underinsured Motorists Coverage

CA 2179 (03-94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM

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

SCHEDULE

LIMIT OF INSURANCE

\$

Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. COVERAGE

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle."
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle owned by you or any "family member" that is not a covered "auto."
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNDERINSURED MOTORISTS COVERAGE shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for UNDERINSURED MOTORISTS COVERAGE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

Promptly send us copies of the legal papers if a "suit" is brought.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
4. The following Condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. The "insured" shall not be required to arbitrate disputed claims.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or trailer to which a liability bond or policy applies at the time of an "accident," but the amount paid for "bodily injury" under that bond or policy to the "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

Kentucky Personal Injury Protection

CA 7013 (11-00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in Kentucky this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM

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

A. COVERAGE

The Company will pay Personal Injury Protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Sub Title 39 incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

1. **Medical Expense.** Reasonable charges incurred for reasonably needed products, services and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semiprivate accommodations, unless intensive care is medically required;
2. **Work Loss.** Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her;
3. **Replacement Services Loss.** Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured;

4. **Survivors Economic Loss.** Loss after the "insured's" death of contributions of things of economic value to his "survivors," not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of "survivors" avoided by reason of the eligible injured person's death;
5. **Survivor's Replacement Services Loss.** Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss;
6. **Funeral Expense.** Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

B. WHO IS AN INSURED

1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle," provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured," unless personal injury protection coverage has subsequently been purchased for such person under this policy, or
2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle," provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured."

C. EXCLUSIONS

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "relative," who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by, any "motor vehicle," other than the "insured motor vehicle," with respect to which the security required under the Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
3. Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle."
4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury," and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.
5. Sustained by any "pedestrian," other than the "named insured" or any "relative," outside the Commonwealth of Kentucky.
6. Sustained by any person, other than the "named insured" or any "relative" while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

This exclusion does not apply to "bodily injury" sustained by an occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agencies.

7. Sustained by any person arising out of the use of any "motor vehicle" while located at a residence or premises.
8. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
9. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
10. Sustained by any person while "occupying" a motorcycle.
11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

D. LIMIT OF INSURANCE

1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the Company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:
 - a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss and survivor's replacement services loss shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that if the "insured's" earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;
 - b. The maximum amount payable for funeral expense shall not exceed \$1,000.

2. Any amount payable by the Company under the terms of this coverage shall be reduced by any applicable deductible set forth in the Declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative," provided that if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident," such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that, a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.
 3. In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:
 - a. All benefits or advantages a person receives or is entitled to receive from worker's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.
 - b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under worker's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the Company reasonable proof of a lower value of the income tax advantage.
- a. In the event of an "accident," written notice containing particulars sufficient to identify the "insured," and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the Company or any of its authorized agents as soon as practicable.
 - b. As soon as practicable, the "insured" or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the Company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.
2. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is replaced by the following:
 Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
 3. The OTHER INSURANCE Condition is replaced by the following:
 In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident," the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for PERSONAL INJURY PROTECTION as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is amended by the addition of the following:

4. The following CONDITIONS are added:

EXCESS COVERAGES

1. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured;"
2. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured."

NON-DUPLICATION OF BENEFITS

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans.

CONSTITUTIONALITY CLAUSE

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

NOTICE TO POLICYHOLDERS

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury." Kentucky Revised Statutes Section 304.39-060 provides in part:

- (1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this Act, and in particular those provisions which are contained in this section.

(2)(a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance, or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury," sickness or disease to the extent the basic reparation benefits provided in this Act are payable therefor, or that would be payable but for any deductible authorized by this Act, under any insurance policy or other method of security complying with the requirements of this Act, except to the extent non-economic detriment qualifies under subsection (2)(b) hereof.

(b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this Act, or against any person or organization legally responsible for his acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury," sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this Act exceed \$1,000.00 or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death. Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1,000.

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within subsection (1) of this section.

(3) Any person may refuse to consent to the limitations of his tort rights and liabilities as contained in this section. Such rejection must be in writing in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply..."

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury."

F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

1. "Named insured" means the person or organization named in the Declarations.
2. "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.
3. "Insured motor vehicle" means a "motor vehicle" with respect to which:
 - a. The "bodily injury" liability insurance of the policy applies and for which a specific premium is charged, and
 - b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.
4. "Occupying" means in or upon, entering into or alighting from.
5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.

6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage, or adoption including a minor in the custody of the "named insured," spouse or such related person who is a resident of the same household as the "named insured," whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.

7. "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

G. KENTUCKY ADDED PERSONAL INJURY PROTECTION

1. Kentucky Personal Injury Protection as afforded in this endorsement is amended by election of one of the added loss options described below and as designated in the Declarations of the Coverage Form, but only with respect to any amounts payable thereunder because of "bodily injury" to an "insured" who is a "named insured" or "relative."

Limit of Insurance (Provision D.) of this endorsement is amended as indicated below:

- a. The amount shown under All Personal Injury Protection Benefits (below) replaces \$10,000 shown in Provision D.1.
- b. The amount shown under Per Week Work Loss, Replacement Services Loss, Survivor's Economic Loss and Survivor's Replacement Services Loss (below) replaces \$200 shown in Provision D.1.a.
- c. The amount shown for Funeral Expense in Provision D.1.b. remains unchanged.

TOTAL AGGREGATE LIMIT

Options	All Personal Injury Protection Benefits	Per Week Work Loss, Replacement Services Loss, Survivor's Economic Loss and Survivor's Replacement Services Loss	Funeral Expense
1	\$20,000	\$250	\$1,000
2	\$30,000	\$300	\$1,000
3	\$40,000	\$400	\$1,000
4	\$50,000	\$500	\$1,000

-
2. Coverage under this provision is amended as follows:
- a. This coverage does not apply to "bodily injury" sustained by any person while "occupying" or while a "pedestrian" through being struck by a "motor vehicle" owned by such person with respect to which the coverage provided by the Kentucky Added Personal Injury Protection coverage is not in effect.
 - b. Exclusion 1 in this endorsement does not apply to Kentucky Added Personal Injury Protection.
 - c. Any amount payable under the coverage afforded by Provision G. shall be reduced by the amounts of any benefits payable pursuant to Kentucky Revised Statutes, Chapter 304, Subtitle 39, under this or any other automobile policy or any approved plan of self-insurance.
 - d. To the extent that the limits of liability for Added Personal Injury Protection Coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act, this coverage does not apply to "bodily injury" sustained by:
 - (1) the "named insured" or any "relative" while "occupying" any "motor vehicle" owned by the "named insured" which is not an "insured motor vehicle";
 - (2) any "relative" while "occupying" any "motor vehicle" owned by such "relative" with respect to which the security required by the Kentucky Revised Statutes Chapter 304, Subtitle 39, is not in effect.

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Motorists Mutual Insurance Company

Commercial Auto Plus Endorsement

CA 7084 (01-03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM.

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

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Paragraph (6) is added to WHO IS AN INSURED of SECTION II - LIABILITY COVERAGE as follows:

(6) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization.

However:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. SUPPLEMENTARY PAYMENTS

Paragraph A.2.a.(2) of Supplementary Payments, SECTION II - LIABILITY is deleted and replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph A.2.a.(4) of Supplementary Payments, SECTION II - LIABILITY is deleted and replaced by the following:

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

C. TRANSPORTATION EXPENSES

Paragraph A.4.a. of Coverage Extensions, SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expense incurred during the period 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

D. LOSS OF USE EXPENSES

Paragraph A.4.b. of Coverage Extensions, SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

b. Loss of Use Expenses

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."
- However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

E. PERSONAL EFFECTS

Paragraph c. is added to Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE as follows:

- c. We will pay up to \$1,000 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

Our payment for loss of or damage to personal effects will apply only on an excess basis over other collectible insurance.

F. FIRE DEPARTMENT SERVICE CHARGE

Paragraph d. is added to Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE as follows:

- d. When a fire department is called to save or protect a covered "auto," its equipment, its contents or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

G. TOWING AND LABOR

Paragraph A.2. of Coverage, SECTION III - PHYSICAL DAMAGE COVERAGE, is deleted and replaced by the following:

2. Towing

We will pay up to \$50 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

H. HIRED AUTO PHYSICAL DAMAGE

If Comprehensive, Specified Causes of Loss or Collision coverages are provided under this policy, then we will provide the same coverage(s) for those "autos" that you hire from others. The most we will pay for any one "accident" or "loss" is \$50,000 or actual cash value or cost of repair, whichever is less, minus a deductible for each covered "auto" that is equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

I. CELLULAR TELEPHONES

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

Exclusion 4.c. and 4.d. do not apply to cellular telephones and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

J. EQUITY LOAN/LEASE PROTECTION

This coverage is subject to the provisions and exclusions that apply to PHYSICAL DAMAGE COVERAGE, except as provided below:

- A. In the event of a total loss to a covered "auto" of the private passenger type or a covered "auto" that is a light truck that has a "gross vehicle weight" (GVW) of 10,000 pounds or less, secured by an original finance agreement, the LIMIT OF INSURANCE provision in the BUSINESS AUTO COVERAGEFORM is replaced by the following:

LIMIT OF INSURANCE

Our limit of insurance for "loss" will be the greater of the:

1. Unpaid principal, less the amount of finance charges and overdue principal, outstanding under a finance agreement used solely to purchase the covered "auto" and its equipment; or
2. Actual cash value of the damaged or stolen property as of the time of the "loss."

Our payment for "loss" will be reduced by any applicable deductible shown in the SCHEDULE OF COVERED AUTOS AND COVERAGES.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

- B. In the event of a total loss to a covered "auto" of the private passenger type or a covered "auto" that is a light truck that has a "gross vehicle weight" (GVW) of 10,000 pounds or less, secured by an original lease agreement, the LIMIT OF INSURANCE provision in the BUSINESS AUTO COVERAGEFORM is replaced by the following:

LIMIT OF INSURANCE

Our limit of insurance for "loss" will be the greater of the:

1. Amount due under the terms of the lease to which the covered "auto" is subject, But does not include:
 - a. Overdue lease payments;
 - b. Financial penalties imposed because of excessive mileage, use or wear and tear;
 - c. Security deposits not refunded by the lessor; or
2. Actual cash value of the damaged or stolen property as of the time of the "loss."

Our payment for "loss" will be reduced by any applicable deductible shown in the SCHEDULE OF COVERED AUTOS AND COVERAGES.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

- C. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS:

ADDITIONAL CONDITION

This coverage shall apply only to the original loan or lease written on a covered "auto" not previously titled.

- D. The following is added to SECTION V - DEFINITIONS:

"Gross vehicle weight" (GVW) means the maximum loaded weight for which a single auto is designed, as specified by the manufacturer.

K. DRIVE OTHER CAR COVERAGE- BROADENED COVERAGEFOR EXECUTIVE OFFICERS

1. Changes in Liability Coverage

- a. Any "auto" you hire, borrow or don't own is a covered "auto" for Liability Coverage while being used by any of your "executive officers" or by his or her spouse while a resident of the same household except:

(1) Any "auto" owned by that individual or by any member of his or her household.

(2) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."

- b. The following is added to WHO IS AN INSURED:

Any of your "executive officers" and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph 1.a. of this endorsement.

2. Changes in Auto Medical Payments And Uninsured and Underinsured Motorists Coverages

The following is added to WHO IS AN INSURED:

Any of your "executive officers" and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member."

3. Changes in Physical Damage Coverage

Any private passenger type "auto" you hire, borrow or don't own is a covered "auto" while in the care, custody or control of any of your "executive officers" or his or her spouse while a resident of the same household except:

a. Any "auto" owned by that individual or by any member of his or her household.

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."

4. Additional Definitions

As used in this provision:

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

"Family member" means a person related to the "executive officer" covered by this provision by blood, marriage or adoption who is a resident of the "executive officer's" household, including a ward or foster child.

L. EMPLOYERS NONOWNED AUTO COVERAGE

Changes in Liability Coverage

Nonowned "autos" are covered autos for Liability Coverage. Nonowned "autos" means only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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MOTORISTS MUTUAL INSURANCE COMPANY

ISU FRITTS MILLION INSURANCE INC
 PO BOX 365
 MT STERLING, KY 40353

10-16-2013

Your agency's phone number is (859) 498-5860



P.O. BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200
 AUTO-OWNERS INSURANCE COMPANY
 AUTO-OWNERS LIFE INSURANCE COMPANY
 HOME-OWNERS INSURANCE COMPANY
 OWNERS INSURANCE COMPANY
 PROPERTY-OWNERS INSURANCE COMPANY
 SOUTHERN-OWNERS INSURANCE COMPANY

DELLAVALLE MANAGEMENT INC
 PO BOX 910888
 LEXINGTON, KY 40591-0888

You may view your policy online at www.auto-owners.com.
 To enroll, use the policy number 52002142 and
 Personal ID code 6V9 66C 4V3 . Once enrolled, you may
 choose to stop receiving the paper policy in the mail.

Thank you for allowing Auto-Owners to handle your insurance needs.

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A++ (Superior) rating by the A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

If your policy is an audited policy, the billing of the audit premium will be included in your regular premium billing account. This premium is due in full upon billing and failure to pay as billed may result in the cancellation of all policies on the billing account. If you have questions on your audit or about your insurance needs, please contact your agent at the telephone number shown at the top of this letter.

Auto-Owners Insurance - The "No Problem" People ®

Pay your premium in full, by the due date, and you will receive a discount as shown below:

Total Policy Premium	\$2,818.96
Paid in Full Discount	\$244.15
Total Policy Premium If Paid In Full	\$2,574.81

***** THIS IS NOT A BILL. *****

IF ADDITIONAL PREMIUM IS OWED, A BILL WILL BE MAILED SEPARATELY. PLEASE PAY ANY UNPAID BILLS.

~ Serving Our Policyholders and Agents for More Than 90 Years ~

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2014 unless the Federal Government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2014.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2015. The premium will be prorated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2015.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

Auto-Owners

Page 1

55039 (11-87)

Issued 10-16-2013

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-11-2013

AGENCY ISU FRITTS MILLION INSURANCE INC
14-0022-00 MKT TERR 121 (859) 498-5860

POLICY NUMBER 064614-52002142-13

INSURED DELLAVALLE MANAGEMENT INC

ADDRESS PO BOX 910888
LEXINGTON, KY 40591-0888

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
12-11-2013 ^{to}	12-11-2014

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Property Management

ENTITY: Individual

PROGRAM: Office

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).

PREMIUM

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COMMERCIAL PROPERTY COVERAGE	\$671.00
MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP)	111.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	23.00
COMMERCIAL GENERAL LIABILITY COVERAGE	1,665.00
COMMERCIAL INLAND MARINE COVERAGE	62.00
MINIMUM PREMIUM ADJUSTMENT (IM)	89.00
KENTUCKY TAX ON MIN PREM CP - COUNTY TAX FAYETTE	6.70
KENTUCKY TAX ON MIN PREM IM - COUNTY TAX FAYETTE	4.45
KENTUCKY CITY/COUNTY TAX/COLLECTION FEE	137.94
KENTUCKY TAX COLLECTION FEE ON MIN PREM	1.67
KENTUCKY PREMIUM SURCHARGE	43.19
KENTUCKY PREMIUM SURCHARGE ON MINIMUM PREMIUM	4.01
TOTAL	\$2,818.96
PAID IN FULL DISCOUNT	\$244.15
TOTAL POLICY PREMIUM IF PAID IN FULL	\$2,574.81

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.
The Paid in Full Discount is based on favorable loss experience for the collective group of
policyholders who choose to pay their premiums in full directly to the Company.

PREMIUM SHOWN ABOVE FOR COMMERCIAL GENERAL LIABILITY COVERAGE IS AN ADVANCED PREMIUM
DEPOSIT AND MAY BE SUBJECT TO AUDIT.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

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12-11-2013	to 12-11-2014

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PROPERTY PLUS COVERAGE
PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to Covered Property and is designated in the Commercial Property Coverage Declarations.

** The deductible (DED) which applies to each coverage indicated below is the same as the deductible which applies to each location and sub-location shown on the Commercial Property Coverage Declarations, unless otherwise indicated:

COVERAGE	LIMIT	DED
ARSON REWARD	\$7,500	NONE
BUSINESS INCOME & EXTRA EXPENSE INCLUDING NEWLY ACQUIRED LOCATIONS	\$50,000	NONE
BUSINESS PERSONAL PROPERTY - AT FAIRS OR EXHIBITIONS	\$5,000	**
BUSINESS PERSONAL PROPERTY - EXPANDED COVERAGE	UP TO 1,000 FEET	**
DEBRIS REMOVAL	\$25,000	NONE
FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEM RECHARGE	\$10,000	NONE
GLASS BREAKAGE	WITHIN BLDG OR BUSINESS PERSONAL PROPERTY LIMIT	**
INVENTORY	UP TO 25% OF BPP LIMIT	NONE
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS	**
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS	**
OFF-PREMISES UTILITY SERVICE FAILURE	\$50,000	**
ORDINANCE OR LAW	\$50,000	**
OUTDOOR PROPERTY	\$10,000	**
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM	**
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$15,000	**
POLLUTANT CLEAN UP AND REMOVAL	\$25,000	NONE

Continued on next page

Auto-Owners

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

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14-0022-00 MKT TERR 121 (859) 498-5860

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LEXINGTON, KY 40591-0888

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12-11-2013 ^{to} 12-11-2014	

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COMMERCIAL PROPERTY COVERAGE

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF
INSURANCE IS SHOWN.

LOCATION 002

ADDITIONAL FORMS THIS LOCATION: None

LOC 002 BLDG 001 3665 Rabbits Foot Trl
Lexington, KY 40503-3730

OCCUPIED AS: Property Management

COVERAGE: Personal Property Limit of Insurance \$5,590

CAUSES OF LOSS	COINSURANCE	DEDUCTIBLE	RATE	PREMIUM
Basic Group I	80%	\$500	0.321	\$18.00
Basic Group II	80%	500	0.138	8.00
Special	80%	500	0.075	4.00
Special Including Theft	80%	500	1.225	68.00

OPTIONAL COVERAGE:

Replacement Cost

Inflation Guard Factor
Personal Property
1.017

	LIMITS	DEDUCTIBLE	RATE	PREMIUM
Equipment Breakdown	See Form 54843	\$500		\$2.00
Property Plus Coverage Package	See 55198(01-07)	500		6.00

ADDITIONAL FORMS THIS BUILDING: 59350 (01-08) 54835 (07-08) IL0263 (01-91)
CP0166 (09-00) IL0003 (07-02) CP0090 (07-88) CP0010 (10-91) 54082 (02-05)
54756 (12-00) 54843 (10-09)

SECURED INTERESTED PARTIES: None

RATING INFORMATION

Territory: 171
Program: Office

County: Fayette
Construction: Masonry
Class Rate - Contents: 0.552
PC: 02 0000 Class Code: 0702

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-11-2013

AGENCY ISU FRITTS MILLION INSURANCE INC
14-0022-00 MKT TERR 121 (859) 498-5860
INSURED DELLAVALLE MANAGEMENT INC

POLICY NUMBER 064614-52002142-13

ADDRESS PO BOX 910888
LEXINGTON, KY 40591-0888Company
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12:01 a.m.	12:01 a.m.
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COMMERCIAL PROPERTY COVERAGE

TERRORISM - CERTIFIED ACTS SEE FORM 59350, 54835, 59390 \$4.00

COUNTY TAX FAYETTE	\$20.60
TAX COLLECTION FEE	\$3.09
KENTUCKY PREMIUM SURCHARGE	\$7.42
LOCATION 003 PREMIUM	\$443.11

LOCATION 005

ADDITIONAL FORMS THIS LOCATION: None

LOC 005 BLDG 001 355 S Upper St Ste 150
Lexington, KY 40508

OCCUPIED AS: Property Management

COVERAGE: Personal Property Limit of Insurance \$10,370

CAUSES OF LOSS	COINSURANCE	DEDUCTIBLE	RATE	PREMIUM
Basic Group I	80%	\$500	0.357	\$37.00
Basic Group II	80%	500	0.153	16.00
Special	80%	500	0.083	9.00
Special Including Theft	80%	500	0.734	76.00

OPTIONAL COVERAGE:

Replacement Cost

Inflation Guard Factor
Personal Property
1.017

	LIMITS	DEDUCTIBLE	RATE	PREMIUM
Equipment Breakdown	See Form 54843	\$500		\$3.00
Property Plus Coverage Package	See 55198(01-07)	500		9.00

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-11-2013

AGENCY ISU FRITTS MILLION INSURANCE INC
14-0022-00 MKT TERR 121 (859) 498-5860

POLICY NUMBER 064614-52002142-13

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COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000

Commercial General Liability Plus Endorsement

Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	300,000	Any One Premises
Medical Payments	10,000	Any One Person
Hired Auto & Non-Owned Auto	1,000,000	Each Occurrence

Expanded Coverage Details See Form:

- Extended Watercraft
- Personal Injury Extension
- Broadened Supplementary Payments
- Broadened Knowledge Of Occurrence
- Additional Products-Completed Operations Aggregate
- Blanket Additional Insured - Lessor of Leased Equipment
- Blanket Additional Insured - Managers or Lessors of Premises
- Newly Formed or Acquired Organizations Extension
- Blanket Waiver of Subrogation

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) 55146 (06-04) CG2270 (11-85)
55238 (06-04) 55300 (07-05) IL0017 (11-85) IL0263 (01-91) 55091 (10-08)
55296 (09-09) IL0021 (07-02) 55513 (11-11)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 002 BLDG 001 3665 Rabbits Foot Trl
Lexington, KY 40503-3730 0000

TERRITORY: 002 COUNTY: Fayette

Auto-Owners

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-11-2013

AGENCY ISU FRITTS MILLION INSURANCE INC
14-0022-00 MKT TERR 121 (859) 498-5860
INSURED DELLAVALLE MANAGEMENT INC

POLICY NUMBER 064614-52002142-13

ADDRESS PO BOX 910888
LEXINGTON, KY 40591-0888

Company Bill	POLICY TERM	
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COMMERCIAL GENERAL LIABILITY COVERAGE

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 005 BLDG 001 355 S Upper St Ste 150
Lexington, KY 40508 0000

TERRITORY: 002 COUNTY: Fayette

Classification	Subline	Premium Basis	Rates	Premium
	CODE 61226	Area	Each 1000	
Buildings Or Premises - Office - Noc Prem/Op		1,000	89.615	\$90.00
Other Than Not-For-Profit	Prod/Comp Op	1,000	.625	\$1.00

TERRORISM - CERTIFIED ACTS SEE FORM 59350, 55405, 59390 \$1.00

COUNTY TAX FAYETTE	\$4.60
TAX COLLECTION FEE	\$0.70
KENTUCKY PREMIUM SURCHARGE	\$1.66
LOCATION 005 PREMIUM	\$98.96

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in concurrence with:
 - a. the Secretary of State; and
 - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
 - (2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
- b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".
3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following: