

3726

RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of January, 2025, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City"; and Flock Group, Inc., a corporation of Georgia, hereinafter referred to as "Flock", whose address is 1170 Howell Mill Road, NW Suite 210, Atlanta, GA 30318.

WHEREAS, City entered into an agreement with Flock on December 5, 2024 for services related to license plate readers (LPR), which assist in criminal investigations; and

WHEREAS, City staff and Flock have identified locations where system hardware needs to be installed for effective use; and

WHEREAS, City staff have reviewed the issue of the right-of-way encroachments and believe the requested encroachments pose little or no potential adverse consequences to the health and safety of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. City agrees to allow the placement of Flock hardware including but not limited to devices, poles, clamps, solar panels, installation components, and other physical elements that interact with Flock's software. Said hardware is authorized in the locations outlined in Exhibit "A" and depicted in Exhibit "B". Any future modifications, which may extend the subject hardware further into the encroachment area, may only be made by written amendment to this Agreement.

2. This Agreement is conditioned upon Flock obtaining and maintaining public liability insurance coverage for the right-of-way being encroached upon in the minimum amount of the State Tort liability limits which currently is \$500,000.00 combined single limit, with the City named as an additional insured, and providing annual proof to the City of such coverage. Flock

STATE OF _____)
County of _____) ss

~~On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Smith, known to me to be the General Counsel of Flock Group, Inc., a corporation of Georgia, who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that he executed the same.~~

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

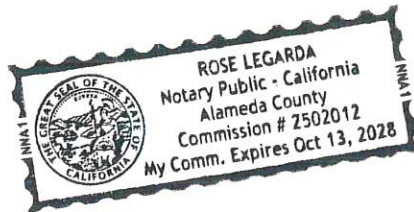
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 7th day of FEBRUARY, 2025,
by MARK SMITH, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature _____

A handwritten signature in blue ink, appearing to read "Rose Legarda", written over a horizontal line.

(seal)

Proposed Camera Locations

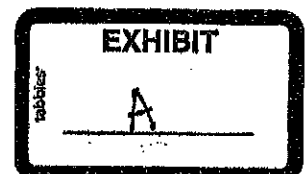
Name	Direction	Pole Type	Camera Type	Camera Cost	Implementation Cost (one time)
F#001 Yellowstone Ave @ Alameda Rd NB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#002 Alameda Rd @ Yellowstone Ave EB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#003 Yellowstone Ave @ Alameda Rd SB	SB	Flock Pole	Falcon	\$3k	\$1,900
F#004 Alameda Ave @ Yellowstone Ave WB	WB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#005 Jefferson Ave @ Pocatello Creek Rd NB	NB	Flock Pole	Falcon	\$3k	\$650
F#006 Jefferson Ave @ Pocatello Creek Rd SB	SB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#007 Pocatello Creek Rd @ I-15N Off Ramp EB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#008 Yellowstone Ave @ Oak St NB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#009 Oak St @ Yellowstone Ave EB	EB	Flock Pole	Falcon	\$3k	\$650
F#010 Pocatello Ave @ Oak St SB	SB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#011 Hwy 30 @ Yellowstone Ave WB	WB	Existing Light Pole	Falcon	\$3k	\$150
F#012 W Gould St @ N Main St EB	NB	Existing Light Pole	Falcon	\$3k	\$150
F#013 N Arthur Ave @ W Gould St SB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#014 S 6th Ave @ I-15S Off Ramp NB	WB	Existing Light Pole	Falcon	\$3k	\$150
F#015 S Main St @ Benton St EB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#016 E Benton St @ S 2nd Ave WB	SB	Existing Light Pole	Falcon	\$3k	\$150
F#017 W Center St @ N Union Pacific Ave EB	EB	Existing Light Pole	Falcon	\$3k	\$150
F#018 E Center St @ N 1st Ave WB	SB	Existing Light Pole	Falcon	\$3k	\$150
F#019 S Arthur Ave @ W Benton St SB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#020 S 6th Ave @ E Benton St NB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#021 S 4th Ave @ E Benton St SB	SB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#022 S 6th Ave @ I-15N Off Ramp NB	WB	Existing Light Pole	Falcon	\$3k	\$150
F#023 S 6th Ave @ South Valley Rd NB	WB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#024 S 6th Ave @ W Puma Ln SB	EB	Flock Pole	Falcon	\$3k	\$650
F#025 South Valley Rd @ S 6th St WB	SB	Flock Pole	Falcon	\$3k	\$650
F#026 South Valley Rd @ Lester Ln EB	NB	Flock Pole	Falcon	\$3k	\$650
F#027 Hwy 30 @ N Philbin Rd EB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#028 S 6th Ave @ I-15N Off Ramp SB	EB	Flock Pole	Falcon	\$3k	\$650
F#029 E Center St @ I-15N Off Ramp EB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#030 E Center St @ I-15S Off Ramp WB	WB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
LR#001 Pocatello Creek Rd @ I-15S Off Ramp WB	SB	Existing Light Pole	Falcon LR	\$5k	\$150
LR#002 Pocatello Creek Rd @ I-15N On Ramp WB	SB	Existing Light Pole	Falcon LR	\$5k	\$150
LR#003 Pocatello Creek Rd @ I-15S On Ramp EB	NB	Existing Light Pole	Falcon LR	\$5k	\$150
LR#004 N Main St @ W Gould St NB	WB	Existing Traffic Signal Pole	Falcon LR	\$5k	\$150
Total				\$110,000	\$9,850

Implementation Cost Guide

DOT ROW, DOT approved Pole	\$1,900
City ROW, standard pole	\$650
Existing city infrastructure	\$150

Subscription Cost Guide (annual payments)

Subtotal Year 1 (Hardware + Implementation)	\$110,000 + \$9850	\$119,850
Recurring Cost (Hardware only)	\$110,000	
1 Year Contract Total	\$119,850	
2 Year Contract Total	\$229,850	
3 Year Contract Total		



Proposed Camera Location Map

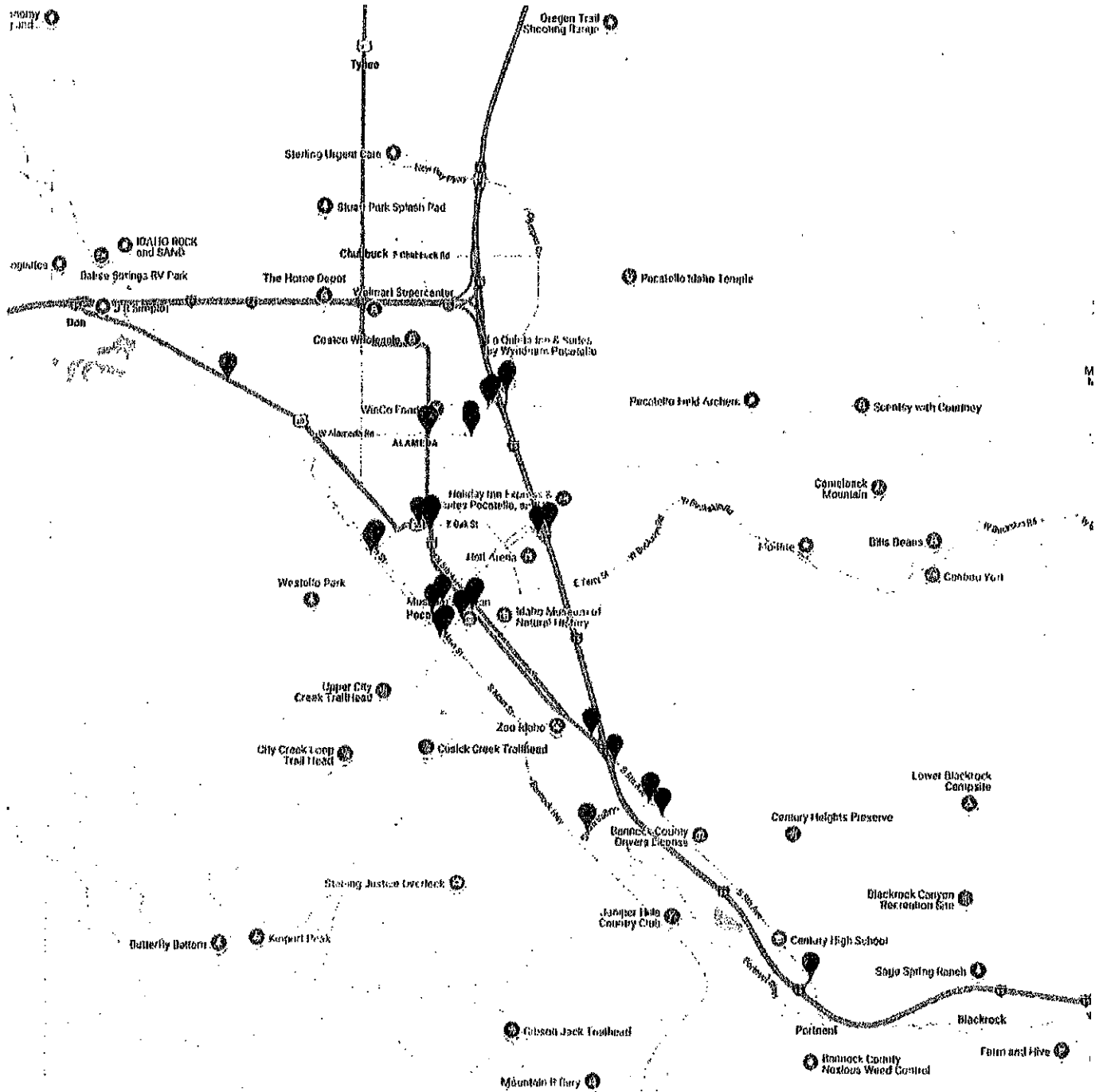


EXHIBIT
B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2025

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

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

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CONTACT NAME:
PHONE
(A/C, No, Ext):
E-MAIL ADDRESS:

FAX
(A/C, No):

CN134017657--GAUWE-24-26

INSURED
Flock Group Inc
DBA Flock Safety
1170 Howell Mill Rd NW
Atlanta, GA 30318

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America

26674

INSURER B: The Charter Oak Fire Insurance Company

25615

INSURER C: Homeland Insurance Company Of New York

34482

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

SEA-004071388-00

REVISION NUMBER: 0

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/BLDR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:		H-630-9W194831-TIL-24	08/23/2024	09/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810-8T343898-24-I3-G	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-6T386824-24-I3	08/23/2024	08/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	UB-6T348669-24-I3-G	08/23/2024	08/23/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions / Cyber		730000029-0000 SIR: \$100,000	08/23/2024	08/23/2025	Limit: \$ 5,000,000

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

CERTIFICATE HOLDER

City of Pocatello
911 N 7th Ave
Pocatello, ID 83201

CANCELLATION

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
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

AGENCY CUSTOMER ID: CN134017657

LOC #: San Francisco

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract.

Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days

Cancellation For Nonpayment: Number of Days Notice: 10 days

(Nonrenewal): Number of Days Notice: 10 days

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE -- LOSS OF USE -- INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE -- TRANSPORTATION EXPENSES -- INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS -- INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO -- LIMITED WORLDWIDE COVERAGE -- INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE -- GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV -- BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Employees – Supervisory Positions</p> <p>D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured – Broad Form Vendors</p> <p>H. Blanket Additional Insured – Controlling Interest</p> | <p>I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments – Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability – Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or