AGENDA
REGULAR PARK DISTRICT BOARD MEETING
COMMUNITY PARK DISTRICT of La GRANGE PARK
1501 BARNSDALE ROAD, La GRANGE PARK, ILLINOIS
April 20, 2026 - 6:30 PM

1. Call to Order & Roll Call:

2. Pledge of Allegiance

3. Park District Mission: The Community Park District of La Grange Park supports a healthy and inclusive community by positively impacting physical, social, emotional, and environmental well-being.

4. Open Forum

5. Approval of the April 20, 2026 Agenda

6. Approval of Board Meeting Minutes
    a. March 9, 2026 Regular Meeting Minutes
    b. March 9, 2026 Executive Meeting Minutes

7. Communications/Proclamations/Presentations

8. Staff Recognition

9. Staff Reports
    a. Executive Report
    b. Recreation Report
        i. Superintendent of Recreation
        ii. Marketing and Events Manager
        iii. Recreation Manager
    c. Parks Report
    d. Financial Reports

10. Approve Monthly Disbursements

11. Committee Reports

12. Unfinished Business
    a. Pickleball Sound Mitigation Equipment
    b. Personnel Policy Manual

13. New Business
    a. Draft Budget and Appropriations Ordinance 001-26
    b. Fund Transfers

14. Executive Session
    In accordance with the Open Meetings Act under Section 2(c)(1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees.

15. Reconvene Open Session

16. Potential Action on Items Discussed in Executive Session
    a. Executive Director Compensation

17. Next Regular Meeting: Monday, May 11, 2026 at 6:30pm

18. Adjournment

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Community Park District Board of Commissioners should contact Jessica Cannaday, Executive Director at 708-354-4580.

AGENDA – Cheat Sheet
REGULAR PARK DISTRICT BOARD MEETING
COMMUNITY PARK DISTRICT of La GRANGE PARK
1501 BARNSDALE ROAD, La GRANGE PARK, ILLINOIS
April 20, 2026 - 6:30 PM

1. Call to Order & Roll Call:
   Announce the time, call the meeting to order and ask for a roll call…

2. Pledge of Allegiance

3. Park District Mission: The Community Park District of La Grange Park supports a healthy and inclusive community by positively impacting physical, social, emotional, and environmental well-being.

4. Open Forum

5. Approval of the April 20, 2026 Agenda
   Ask for a motion and a second to approve the April 20 Regular Meeting Agenda. Discussion? All in Favor?

6. Approval of Board Meeting Minutes
   a. March 9, 2026 Regular Meeting Minutes
      Ask for a motion and a second to approve the March 9 Regular Meeting Minutes. Discussion? All in Favor?
   b. March 9, 2026 Executive Meeting Minutes
      Ask for a motion and a second to approve the March 9 Executive Meeting Minutes. Discussion? All in Favor?

7. Communications/Proclamations/Presentations

8. Staff Recognition

9. Staff Reports
   a. Executive Report
   b. Recreation Report
      i. Superintendent of Recreation
      ii. Marketing and Events Manager
      iii. Recreation Manager
   c. Parks Report
   d. Financial Reports

10. Approve Monthly Disbursements

11. Committee Reports

12. Unfinished Business

a. Pickleball Sound Mitigation Equipment
   Ask for a motion and a second to approve the purchase of 120 ft of SLN/CR Sound Mitigation Material in an amount not to exceed $15,056. Discussion? Roll Call.
b. Personnel Policy Manual
   Ask for a motion and a second to approve the revised Personnel Policy Manual. Discussion? Roll Call.

13. New Business
   a. Draft Budget and Appropriations Ordinance 001-26
      Ask for a motion and a second to schedule the Budget Hearing for June 15 at 6:30pm. Second? Discussion? All in favor?
   b. Fund Transfers
      Ask for a motion and a second to approve Resolution 001-26 A Resolution to Transfer $371,500 of unrestricted funding to the General Fund.$13,500 to go to the IMRF Fund, $15,500 to go to the FICA Fund, and $342,500 to the Capital Fund. Discussion? Roll Call.

14. Executive Session
    Ask for a motion and second to adjourn to Executive Session in accordance with the Open Meetings Act under Section 2(c)(1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees. All in favor?

15. Reconvene Open Session
    Announce the time and reconvene the open meeting. Ask for a roll call.

16. Potential Action on Items Discussed in Executive Session
   a. Executive Director Compensation

17. Next Regular Meeting: Monday, May 11, 2026 at 6:30pm

18. Adjournment
    Announce the time and ask for a motion and a second to adjourn the regular meeting. All in favor?

MINUTES
REGULAR PARK DISTRICT BOARD MEETING
COMMUNITY PARK DISTRICT of La GRANGE PARK
1501 BARNSDALE ROAD, La GRANGE PARK, ILLINOIS
March 9, 2026 - 6:30 PM

1. Call to Order & Roll Call:
   President Corte called the March 9, 2026 Regular Meeting of the Community Park District Board of Park Commissioners to order at 6:30pm. Commissioners present were Sauer, Zuck, and Marusic. Commissioner Ogden was absent. Additionally present were: Executive Director, Jessica Cannaday; Superintendent of Parks, Sara Earhart; Superintendent of Recreation, Juan Montes; and Financial Consultant, Nicole Giddens.

2. Pledge of Allegiance

3. Park District Mission: The Community Park District of La Grange Park supports a healthy and inclusive community by positively impacting physical, social, emotional, and environmental well-being.

4. Open Forum
   None

5. Approval of the March 9, 2026 Agenda
   Commissioner Zuck made a motion to approve the agenda, seconded by Commissioner Sauer. Commissioner Marusic asked if we had to amend the agenda to state that Executive Session was for OMA 2(c)(1) only. Clarification was provided that the reason for Executive Session would be recorded in the minutes. The motion passed unanimously by voice vote. Absent: Commissioner Ogden.

6. Approval of Board Meeting Minutes
   a. February 9, 2026
      Commissioner Sauer made a motion to approve the February 9, 2026 minutes, seconded by Commissioner Zuck. The motion passed unanimously by voice vote. Absent: Commissioner Ogden.

7. Communications/Proclamations/Presentations:
   None

8. Staff Recognition
   None

9. Staff Reports
   a. Executive Report
      Executive Director Cannaday added to her written report that she met with residents of Robinhood Park to discuss park improvements and amenities. There were no questions.

b. Recreation Report
    i. Superintendent of Recreation
    ii. Marketing and Events Manager
    iii. Recreation Manager
    President Corte asked for clarification as to the location of Peter Pan the Musical. Staff stated the performance would be located at Park Jr. High.
    iv. Fitness
c. Parks Report
Commissioner Zuck asked about the fencing going up at Memorial Park. Superintendent Earhart clarified that the fence panel is removed every year to protect users of the sled hill and is being replaced in time for baseball season.
d. Financial Reports
No questions were asked.

10. <u>Approve Monthly Disbursements</u>
Commissioner Zuck made a motion to approve the monthly disbursements in the amount of $403,252.55, seconded by Commissioner Marusic. The motion passed unanimously by roll call vote. Absent: Commissioner Ogden.

11. <u>Committee Reports</u>

12. <u>Unfinished Business</u>
a. Pickleball Sound Mitigation Project
Commissioner Marusic made a motion to table this item, seconded by Commissioner Zuck. During discussion, Commissioner Zuck requested additional information regarding wind rating. Commissioner Marusic requested additional information regarding other systems. The motion to table passed unanimously by voice vote. Absent: Commissioner Ogden.

13. <u>New Business</u>
a. Cub Scout Rental Fee Waiver
Commissioner Marusic made a motion to waive the rental fee for the Cub Scouts, seconded by Sheri Sauer. The motion passed unanimously by roll call vote. Absent: Commissioner Ogden.
b. Budget Projections
Executive Director Cannaday presented the budget projections for FYE 2026. Questions were asked and answered.
c. Personnel Policy Manual
Executive Director Cannaday stated that the district was revising the personnel policy manual to ensure it was compliant with all employment laws. She asked if the board was amenable to replacing vacation time for full time employees with “personal time.” The board concurred. She asked if the board was amenable to offering more PTO for part time employees that required by the Cook County law. Discussion ensued and the board concurred that staff should not lose existing benefits. Cannaday asked if the board was amenable to eliminating the payout for sick leave as it was part of an antiquated policy that not longer applied to any existing staff. The board concurred. Cannaday stated that she would provided the

revisions well prior to the April meeting for the board to review. Goal to approve the updated manual is April.

d. Fitness Court
Commissioner Zuck made a motion to authorize staff to execute agreements with Level Up Retail Services and the National Fitness Campaign to repair the Fitness court in an amount not to exceed $27,878. The motion was seconded by Commissioner Sauer. The motion passed unanimously by roll call vote. Absent: Commissioner Ogden.

e. IAPD Legislative Conference
Commissioner Sauer made a motion to approve up to $550 in travel expenses for Commissioners Marusic and Zuck to attend the IAPD Legislative Reception and Conference May 5 and 6. The motion was seconded by President Corte and passed unanimously by roll call vote. Absent: Commissioner Ogden.

14. Executive Session
At 8:06pm, Commissioner Zuck made a motion to adjourn to Executive Session in accordance with the Open Meetings Act under Section 2(c)(1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Marusic. The motion passed unanimously by voice vote. Absent: Commissioner Ogden.

15. Reconvene Open Session
At 8:13pm President Corte reconvened the Regular Meeting. Present were Commissioners Sauer, Zuck and Marusic. Additionally present was Executive Director, Jessica Cannaday.

16. Potential Action on Items Discussed in Executive Session
Commissioner Marusic made a motion to approve the allocation and distribution of $11,200 in staff bonuses at the discretion of the Executive Director. The motion was seconded by Commissioner Sauer and passed unanimously by roll call vote. Absent: Commissioner Ogden.

17. Next Regular Meeting: Monday, April 13, 2026 at 6:30pm

18. Adjournment
At 8:15pm, Commissioner Marusic made a motion to adjourn, seconded by Commissioner Zuck. The motion passed unanimously by voice vote.

____
Approved April 20, 2026
Secretary

DATE: April 17, 2026
TO: Bob Corte, President, Community Park District Board of Commissioners
FROM: Jessica Cannaday, CPRP
Executive Director
RE: **March Board Report**

Executive Office Report

February Police Reports – No significant incidents to report in February
Follow Up: Hanesworth flagpole incident – We are working with private insurance to come to a resolution
Follow Up: Community Park Fitness vandalism – Waiting on communication from the DA.

Health Insurance

We were informed that our health insurance premiums would be increasing approximately 19% this year. I worked with La Grange Park Library Executive Director and our representatives from IPBC to explore ways to mitigate this increase, including eliminating GLP-1 coverage. Unfortunately, the increasing costs of pharmaceuticals is a big driver in this increase.

Our insurance fund balance with the IPBC is also experiencing an approximate $6,000 shortfall. We will be dividing the cost based on premiums paid with the library per our IGA.

Village Water Charges

The Village is aiming to review municipal code amendments for municipal water accounts at its May Work Session.

Environmental and Planning

We are still working to obtain an environmental study at Meadowcrest as well as some architectural estimates for the Sauna install at the fitness center. Once we have the needed information, we can start putting bid specs together for both projects.

Village of La Grange Park Fire Fighter Training

On March 16, the La Grange Park Fire Department will be conducting routine training at the Meadowcrest property.

Yena Park

Landworks anticipates substantial completion by the end of April.

Athletic Court Resurfacing Projects

Robinhood Tennis Court will be resurfaced in the new fiscal year. Stone Monroe Park will begin as soon as weather allows. We will also be replacing the Fitness Court tiles in the next few weeks.

1501 Barnsdale Recreation Center Expansion Project

The storm structure was delivered in March and Kids Around the World removed the existing play equipment to repurpose for use in an impoverished community outside the USA. A big thank you to the Village's new Director of Building and Inspectional Services, Jose Nieto, for assisting in getting permits issued quickly. We also planned an amazing Groundbreaking Ceremony that took place on April 14.

Office Revenue Report for February

March generated $117,192 in program revenue, with just over $17,000 deferred to May 1. The Fitness Center generated just over $33,000 and Ready Teddy Tuition generated over $40,000. Footlight Players' registration generated nearly $16,000. We also received an $18,000 payment from LGPLL for their Yena Park Capital Contribution.

DATE: April 20, 2026
TO: Jessica Cannaday, Executive Director
FROM: Juan Montes, Superintendent of Recreation
RE: April Board Report

April 2026 MARKETING & COMMUNITY RELATIONS

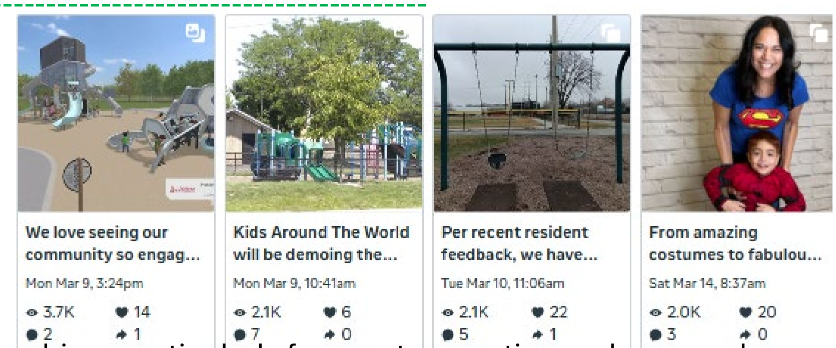
Prepared by: Susan Zander

EXECUTIVE SUMMARY

March marketing efforts focused heavily on Easter programming, summer registration awareness, and Community Park Fitness communications. The launch of Summer 2026 programming the week of March 16 marked a key transition into peak marketing season, with campaigns centered on building awareness and driving April registration.

Community engagement was a major success this month, highlighted by a highly attended Easter Egg Hunt event with over 500 participants and strong support from local partners.

MARKETING PERFORMANCE DASHBOARD



Digital & Social Media Reach

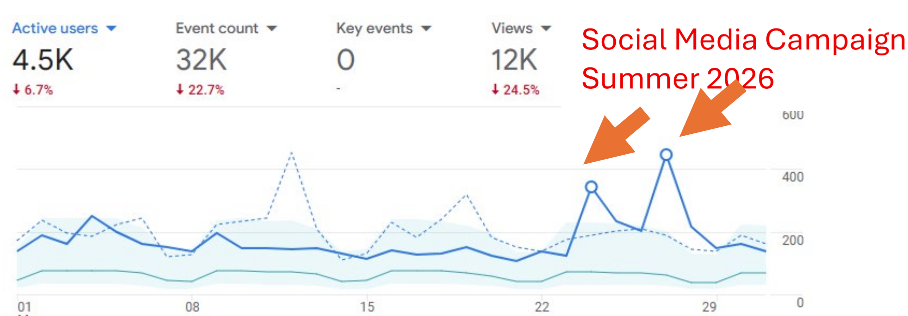
- Facebook Followers: 2,975 (+23)
- Post Views (February): 137,765
- Post Interactions: 834

Facebook remains the District's primary awareness driver, particularly for event promotion and seasonal registration campaigns.

Email Marketing (Constant Contact & Community Pass)

- Campaigns focused on:
  - Easter event promotion
  - Spring & Summer program awareness
  - Registration reminders leading into April
- Continued opportunity to increase segmentation and frequency during peak registration periods

Website & Search Performance
Google Analytics



Google Analytics shows steady traffic driven by social media, direct search, and local organic discovery.
Top engagement areas include:

- Community Park Fitness (1.1k views)
- Group Ex Classes (925 views)
- Employment (944 views)

Community Park Fitness – Google Business Profile

- Maintains a 4.8-star rating, with 2 new 5-star reviews
- Continues to generate:
    - Strong local search visibility
    - Website clicks and direction requests

  Search remains a key entry point for **fitness memberships and program discovery**.

STRATEGIC MARKETING INITIATIVES

Summer 2026 Program Brochure (Final Development Phase)

Significant progress was made in March, including:

- Final content coordination across departments
- Design layout and branding refinement
- Pre-launch marketing strategy tied to brochure release

Marketing efforts shifted toward awareness-building campaigns to drive April registration.

Community Park Fitness Brand Growth

Key initiatives included:

- Ongoing membership messaging across digital channels
- Partnership with Ink Your Wear (Brookfield) to produce Community Park Fitness t-shirts for the first fitness challenge
- Continued focus on retention and engagement through targeted communications

SPONSORSHIP & COMMUNITY PARTNERSHIPS

- Successful partnership with Andy's Frozen Custard for Mother Son Superhero Night. They supplied us with 90 free custards for our dessert.
- Successful partnership with Jimmy's Bagels at the Easter Egg Hunt
    - Provided Easter baskets and community samples
- Collaboration with the Chamber of Commerce to expand event reach and visibility
- Easter Egg Hunt attendance exceeded 500 participants, reinforcing strong community interest and engagement

Sponsorship outreach continues with strong progress:

- Limited availability remains for Music Under the Stars concert sponsorships
- Continued focus on securing partnerships that:
    - Offset program costs
    - Enhance event experiences
    - Build long-term community relationships

PRINT & ON-SITE MARKETING

- Continued flyer production and in-house distribution
- Electronic sign messaging aligned with:
  - Easter events
  - Summer program launch
  - Employment
- Community Pass newsletter placements coordinated
- Facility signage supporting:
  - Community Park Fitness promotions
  - Seasonal programming awareness

April 2026 Cultural Arts and Special Events

Prepared by Michele Ritacco, Recreation Manager

THEATER - FOOTLIGHT PLAYERS

- Rehearsals are moving right along
- Improve and Acting Session 2 is a Full class of 12 actors.
- Small But Mighty Improv is running with 9 participants for Session 2

DANCE - DANCEXPRESS

- Dancing to the Divas show is April 26th
- Ticket sales begin April 7, 2026

DOG OBEDIENCE

- Session 2 of Beginner Dog Obedience has 8 participating 4 legged friends
- Intermediate Dog Obedience is running for the first time in two years with 6 furry participants registered

SPECIAL EVENTS NOTES

- Mother Son Super Hero was a super powered success. 47 Super Hero's brought their sidekicks to the Rec Center for a fun night filled with dancing, an obstacle course that helped them save the world, chicken nuggets and Andy's Ice Cream to end the night. Some Super Hero's did not want to leave they were having so much fun!




- Flashlight Egg Hunt – 34 tweens participated in a night hunt at Memorial Park. It was cold but the glowing eggs and secret riddles had the participants all over Memorial Park.
- You've Been Egged! The Easter Bunny (a.k.a our AWESOME Parks Crew) through wind and rain and cold this bunny delivered the fun to 9 registered families.

- Egg Hunt at Memorial – This annual community event brought out the sun and great weather for about 300+ kids. The Easter Bunny took many pictures and the "secret golden chick egg" was found and redeemed for an Easter Basket donated by Jimmy's Bagels.

- Hunter for the Golden Egg – Monday through Thursday March 30th – April 2nd Golden Eggs were hid at: Memorial, Beach Oak, Stone Monroe, Meadowcrest, and Robinhood. The search began early each morning as the Park Department hid the eggs, kids brought their findings to the rec center for a fun filled basket of treats!

April 2026 Athletics, Camps, Facility, Fitness, Ready Teddy

Prepared by Juan Montes, Superintendent of Recreation

Facility – Barnsdale Recreation Center

- New Auto Scrubber was purchased for the recreation center. This auto scrubber will be useful not only for the current building but for the recreation center expansion as well. It will help in keeping our facility clean.
- Quotes are underway for the new RTU's 1 and 3.

Athletics – Youth Instructional Classes

- Kids Karate has a new session that started on March 14. We have a total of 31 participants. This generated a total of $2,584.
- Little Lyons Soccer Class has 2 classes. We have a total of 7 participants between both classes. It generated a total of $350.
- Parent-tot Tumbling has a total of 10 participants. This generated a total of $640 in revenue.
- Pre-Tumbling has a total of 4 participants. This generated a total of $248 in revenue.
- Sport kids had sessions of T-ball skills & games (12 participants, $534) and Adult/tot t-ball (12 participants, $366) they ended on March 28.

Athletics – Adult Leagues

- Women's Softball Registration is underway. We are currently at 9 teams. This has generated a total of $5,255 in revenue.
- Indoor Tuesday PB Beginner/Intermediate Double Header League – began on 2/23. It is scheduled to be concluded on 4/14.
- Outdoor Beginner Pickleball League has 9 Teams, and it generated a total of $1,046 in revenue.
- Outdoor Competitive Pickleball League has 9 Teams, and it generated a total of $1,046 in revenue.
- Outdoor Intermediate Pickleball League has 20 Teams, and it generated a total of $2,350 in revenue.

Adult – Fitness

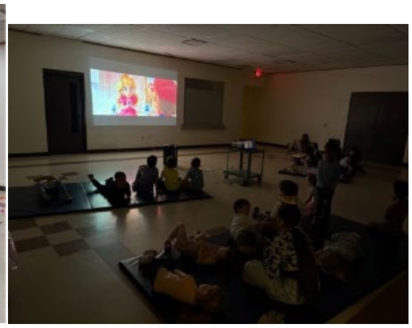
- Yoga Fitness had a total of 11 participants it is scheduled to conclude on April 9th.
- Basic Yoga has a total of 17 participants it is scheduled to conclude on April 10th.

Camps –

- Camp hiring has been well. We are waiting on the last few offers to be retuned and we will be fully staffed!
- Due to our counselors coming back and the new hires. We will be able to offer more slots to be open to residents and later to nonresidents.
- We have revised bussing for the summer camps. We are expected to have $4,000 - $6,000 on bussing expenses.
- Fields trips have also been confirmed with the expection of one. Other than that fields will be posted soon!
- Spring Break camp was fun. Our campers enjoyed a movie day, games, and a visit from a reptile show!

Ready Teddy –

- We had a very busy month of March in Ready Teddy. We hosted Brush Pediatrics for story time! Our preschoolers also celebrated National Preschoolers Day with an obstacle course and cie cream!








READY

April 2026 Community Park Fitness

Prepared by Spencer Clark, Fitness Manager

March Accomplishments:

- Completed session 2/3 of our Community Fitness Challenge with 32 participating members.
- Organized and ran a specialty cycle class, coordinated with our fitness challenge, that raised money for our sauna fundraiser.
- Sold 45 new memberships.

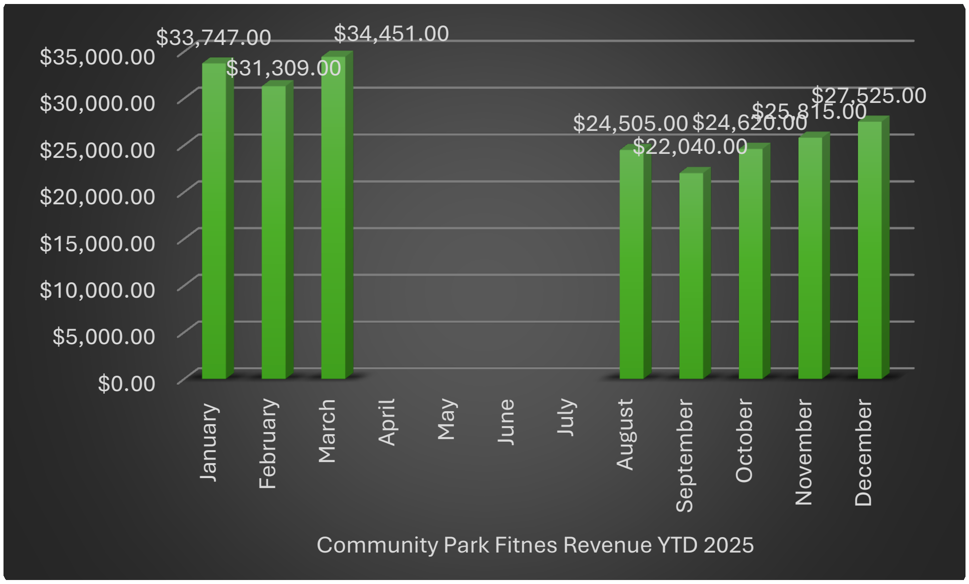
Memberships as of 3/30/26:

- 872

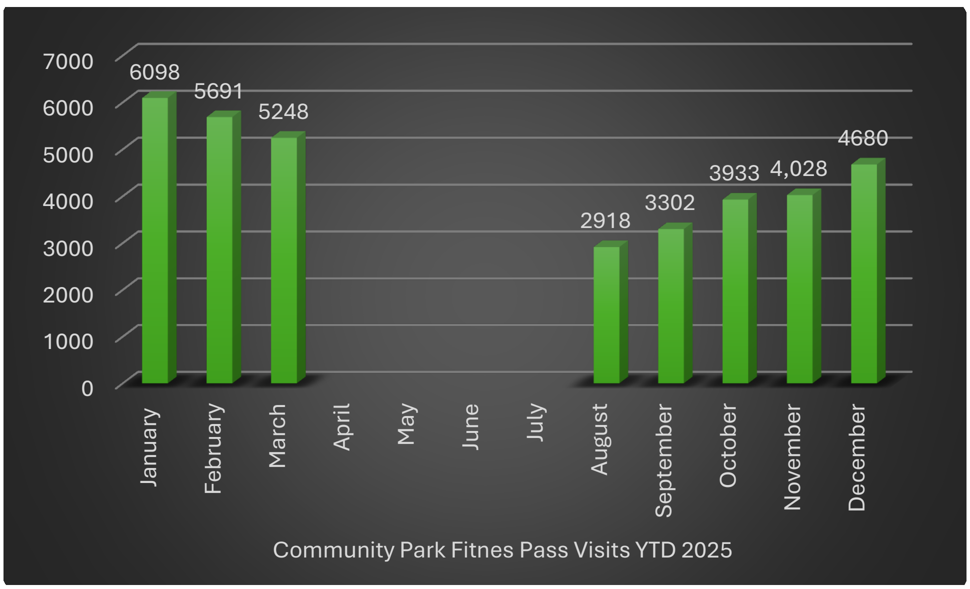
	Active MEMBERSHIPS as of 04/06/2026			Active MEMBERS as of 04/06/2026		
Program Description	**In-Town**	**Out-Of-Town**	**Total**	**In-Town**	**Out-Of-Town**	**Total**
Memberships - Community Park Fitness Adult Monthly + Childcare Add on Monthly membership	4	8	**12**	12	27	**39**
Memberships - Community Park Fitness Adult Monthly membership	83	75	**158**	83	75	**158**
Memberships - Community Park Fitness Couple Monthly membership	43	26	**69**	86	52	**138**
Memberships - Community Park Fitness Family Monthly membership	75	55	**130**	314	221	**535**
Memberships - Community Park Fitness First Responders Monthly membership	5	1	**6**	5	1	**6**
Memberships - Community Park Fitness Fit4Work Monthly Membership	4	22	**26**	4	22	**26**
Memberships - Community Park Fitness IMRF Eligible Staff Membership	8	6	**14**	26	10	**36**
Memberships - Community Park Fitness IMRF Non-Eligible Staff Membership	13	19	**32**	13	25	**38**
Memberships - Community Park Fitness Senior Couple Monthly membership	23	6	**29**	46	12	**58**
Memberships - Community Park Fitness Senior Monthly membership	66	54	**120**	66	54	**120**
Memberships - Community Park Fitness Student Monthly membership	31	34	**65**	31	34	**65**
Memberships - Community Park Fitness Veteran/First Responder Monthly + Childcare Add on Monthly membership	1	1	**2**	3	2	**5**
Memberships - Community Park Fitness Veterans Monthly membership	2	10	**12**	2	10	**12**
Memberships - Healthy Contributions (Renew active, Onepass, Aaptiv)	21	16	**37**	21	16	**37**
Memberships - Tivity Membership (Silver Sneakers & PRIME)	80	78	**158**	80	78	**158**
Totals	**459**	**411**	**870**	**792**	**639**	**1,431**

April Revenue: $37,196

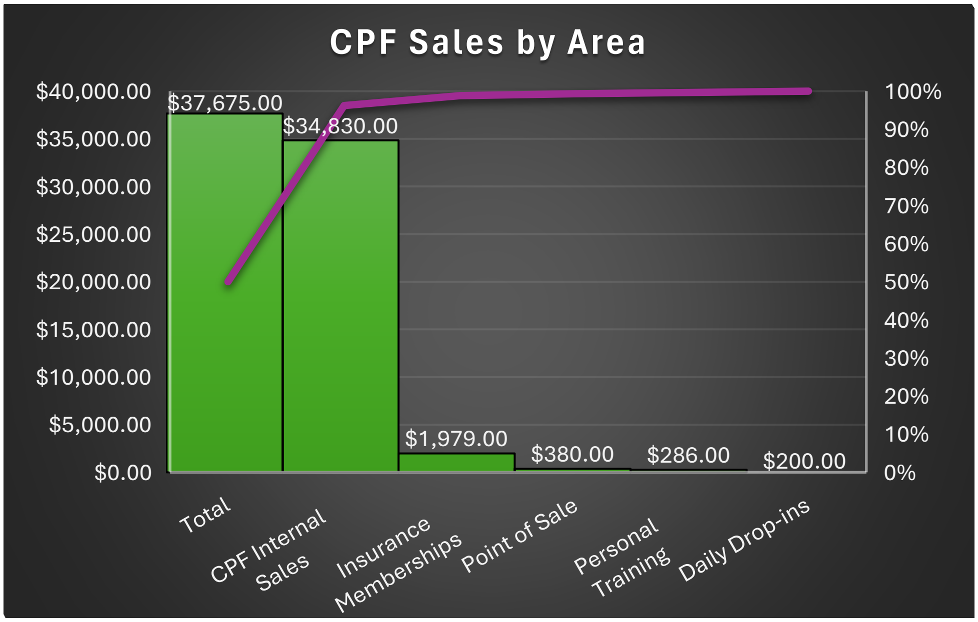
Program Group	Program Code	Program Name	Registered	Revenue
Monthly memberships		Community Park Fitness Adult Monthly membership	164	$6,395.00
Monthly memberships		Community Park Fitness Adult Monthly + Childcare Add on Monthly membership	40	$760.00
Monthly memberships		Community Park Fitness Couple Monthly membership	152	$4,830.00
Monthly memberships		Community Park Fitness Family Monthly membership	562	$11,845.00
Monthly memberships		Community Park Fitness Senior Monthly membership	123	$4,305.00
Monthly memberships		Community Park Fitness Senior Couple Monthly membership	59	$1,800.00
Monthly memberships		Community Park Fitness Student Monthly membership	72	$2,445.00
Monthly memberships		Community Park Fitness Veterans Monthly membership	13	$360.00
Monthly memberships		Community Park Fitness First Responders Monthly membership	6	$230.00
Monthly memberships		Tivity Membership (Silver Sneakers & PRIME)	160	$400.00
Monthly memberships		Healthy Contributions (Renew active, Onepass, Aaptiv)	37	$50.00
Monthly memberships		Community Park Fitness Veteran/First Responder Monthly + Childcare Add on Monthly membership	5	$115.00
Monthly memberships		Community Park Fitness IMRF Eligible Staff Membership	39	$0.00
Monthly memberships		Community Park Fitness IMRF Non-Eligible Staff Membership	39	$50.00
Monthly memberships		Community Park Fitness Fit4Work Monthly Membership	26	$0.00
			1497	**$33,585.00**
Day Pass		Daily Drop In	20	$200.00
Day Pass	5 Pack	Day Pass Package: 5 Day Pass Package	6	$280.00
Day Pass	10 Pack	Day Pass Package: 10 Day Pass Package	1	$100.00
Guest Pass		Guest Pass	23	$0.00
Free Pass	Voucher	Free Pass	3	$0.00
Personal Training Packages	PT5	Personal Training: 5 Sessions	1	$286.00
			54	**$866.00**



Total Number of Scan-Ins 03/01 – 3/31: 5248



CPF Sales by Area



Group Ex Registrations:

Program Group	Program Code	Program Name	Registered
GroupEx	Strength	GroupEx Classes: Total Body Strength & Conditioning	387
GroupEx	Wellness	GroupEx Classes: Yoga	25
GroupEx	Strength	GroupEx Classes: Power Hour	133
GroupEx	Cardio	GroupEx Classes: Zumba	91
GroupEx	Cardio	GroupEx Classes: Cycle	112
GroupEx	Wellness	GroupEx Classes: Yoga Flow	38
GroupEx	Strength	GroupEx Classes: HIIT Pilates Fusion	35
GroupEx	Strength	GroupEx Classes: Pilates	16
GroupEx	AOA	GroupEx Classes: Active Older Adult	81
GroupEx	Cardio	GroupEx Classes: WERQ	68
GroupEx	Wellness	GroupEx Classes: Bend & Breathe	40
GroupEx	Strength	GroupEx Classes: TABATA Bootcamp	17
GroupEx	Wellness	GroupEx Classes: Chair Yoga	42
GroupEx	Wellness	GroupEx Classes: Hatha Yoga	11
GroupEx	Youth	GroupEx Classes: Fit Kids Club	21

April Goals:

- Continue social media campaigns to enhance brand awareness.
- Offer a unique hybrid style training class.
- Finish the Community Fitness Challenge
- Organize a nutrition seminar for all residents and members.
- Prepare summer offerings including premium classes to build revenue.

Date: April 1st, 2026

To: Jessica Cannaday, Executive Director

From: Sara Earhart, Superintendent of Parks

RE: March 2026 Board Report, Parks Department

- Safety training completed: All Staff Training- Safety Responsibilities/ Lost Child Procedures/ Mandated Reporter Review. JULIE Excavator Safety training.
- Staff attended the Arlington Equipment Open House and Exmark Mower Maintenance Seminar, Echo 2-Cycle Maintenance Seminar.
- Parks staff assisted with "Hunt of the Golden Egg", " You've been Egged" programs
- Baseball Specialist opened all ballfields for Spring season.
- Hanesworth park ballfields were mowed for the start of Baseball Season
- Parks staff installed tennis, volleyball and pickleball nets at Memorial Park and moved bleachers back to ballfield.
- Mason Bee houses donated by Eagle Scout Michael Davidow were installed at Memorial, Robinhood, Hanesworth and 1150 Meadowcrest Parks.
- Parks Worker I repaired broken showerhead at Community Park Fitness.
- Staff continued service and repair of landscaping equipment.
- Parks staff performed monthly building, playground safety inspection and vehicle inspections.
- Three Oaks Groundcover was contracted to add playground mulch to Memorial and Stone Monroe parks.
- Park district staff met with Johler Demolition and completed an initial building walk-through and demolition expense estimate for 1150 Meadowcrest to aid park district long-range planning.

Tree Management Plan Updates

Winter 2025/2026

- A total of 14 trees were removed from the parks and 11 trees were ordered for Spring planting
- A small tree was removed from Beach Oak Park due to vandalism damage
- CPD was awarded a CRTI grant to plant 5 trees in Spring 2026 at Memorial Park
- Five trees were ordered to replace parkway trees removed during Yena Redevelopment and will be planted on parkways throughout the Village
- One Arbor Day tree was ordered for 4/24/26 Arbor Day Ceremony
- Homer Tree was contracted to prune trees in Memorial Park around the playground
- Thirteen trees were removed at Hanesworth Park as part of gymnasium expansion project. Size, condition and species of these trees did not allow for relocation

To: Robert Corte
President, Community Park District Board Commissioners

From: Jessica Cannaday

Date: April 17, 2026

Re: Financial Report Memo

Capital Project Expenses

With the weather breaking, we can get moving on several of our capital projects. We have cut initial checks for the following projects after we submitted expenses to Lauterbach and Amen.

Please add the following amount to the March Expenditures:

Dig Right In: Meadowcrest improvement supplies: $14,511.50 (50%)
Level Up Retail Services: Installation deposit for Memorial Park Sport Courts: $7,250

Insurance for Community Park Fitness

Per our lease agreement, we are responsible for additional insurance at the fitness center. We owe $5,832.32 to Mike Jessup for premiums from January 1. We will add the monthly fee of $1,458.08 to our monthly lease ACH payment starting in May.

Total to add to the payables: $27,593.82

Invoice

INVOICE # **24288**

Due

Details

Issued on: **Apr 24, 2026**
Paid on: **N/A**
Due Date: **Apr 24, 2026**

Account

(CST10639)

Billing to

Community Park District of La Grange Park 1501 Barnsdale Road La Grange Park, IL 60526 USA
info@communityparkdistrict.org

Shipping to

Item	Qty	Price	Total
Hardscape Installation -	1.00	$ 29,023.00	$ 29,023.00

Subtotal	$ 29,023.00
Total	$ 29,023.00

Thank you for your business!

DIG RIGHT IN LANDSCAPING 9900 Derby Lane, Westchester, IL, 60154, USA
Phone: 708-485-1234 customerservice@digrightin.com https://digrightin.com/

INVOICE

Level Up Retail Services
3336 Palomar
Hurricane, UT 84737

accounting@levelupretailservices.net
+1 (801) 824-7110
www.levelupretailservices.net

Bill to
Community Park District of La Grange Park
1501 Barnsdale Road
La Grange Park, IL 60526

Ship to
Community Park District of La Grange Park
1501 Barnsdale Road
La Grange Park, IL 60526

Invoice details
Invoice no.: 1452
Terms: Due on receipt
Invoice date: 04/14/2026
Due date: 04/14/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	04/14/2026	**Labor**	Memorial Park 132 E. Oaks Ave La Grange, IL 60526 This invoice is for the 50% upfront payment. We must receive this payment before we deploy the installers. The remaining is due upon completion of the tile replacement and reinstallation of work out equipment and painting on the stencils.	1	$7,250.00	$7,250.00

Total **$7,250.00**

Ways to pay

VISA DISCOVER AMEX BANK affirm

View and pay

The Cincinnati Insurance Company
The Cincinnati Casualty Company
The Cincinnati Indemnity Company

Policy Number: **EPP 076 65 11**

Effective Date: **12-31-2025**

Named Insured: **1100 E 31ST LLC**

For professional advice and policy questions or changes, please contact your local independent agency:

THE ROCKWOOD COMPANY
20 N WACKER DR STE 600
CHICAGO, IL 60606-2890

312-621-2200

Dear Policyholder:

Thank you
Thank you for trusting The Cincinnati Insurance Companies with your commercial insurance coverage. We recognize that locally based independent agents have the working knowledge to help you choose the right insurance company for your needs. Together with your local independent insurance agency, we are committed to providing you with the highest level of service.

Please review your enclosed policy information to verify your coverage details, as well as deductibles and coverage amounts. Should your needs change, your agent is available to review and update your policy.

Please promptly report claims
If you experience a policy-related loss, you may report it by contacting your local professional independent agency representing The Cincinnati Insurance Companies or by directly calling us toll-free at **877-242-2544** and providing your policy number and claim-related information.

Sincerely,

Chet Swisher
Senior Vice President - Commercial Lines

NOTICE TO POLICYHOLDERS
DIRECT BILL ACCOUNT CREDIT PROCEDURE

This is a notice of how an account credit will be applied to your policy or to all of the policies being billed as single account.

Account Credits

A. If your account is comprised of **a single policy** and an endorsement or premium audit results in a credit (return premium), the credit is applied to that policy. If your account does not have a future installment due at the time the endorsement or audit is processed, the credit is refunded to the payor listed for your account. If you do not wish for credits to be automatically applied to future unpaid installments, please contact us to request a refund. Please note that the amount of the refund may vary based upon the date you contact us and your billing schedule.

B. If your account is comprised of **more than one policy** and an endorsement or premium audit results in a credit (return premium), the credit is applied in the following manner:

- Payments previously applied to your account are deferred.
- The credit that results from the endorsement or audit is applied to the policy generating the credit.
- The payments that were deferred are then reapplied to the account in order to satisfy the amount due.
- Any excess payment that results from the credit is applied proportionately to your policies with a future payment or installment due.
- If you do not wish for credits to be automatically applied to future unpaid installments, please contact us to request a refund. Please note that the amount of the refund may vary based upon the date you contact us and your billing schedule.
- If your account does not have a future installment or payment due at the time the endorsement or audit is processed, the credit is refunded to the payor listed for your account.

(Does not apply to audit return premium for payors located in New York; Does not apply to premiums due more than 30 days from the date of processing for payors located in New Hampshire. These credits are automatically refunded to the payor)

To request a refund, contact us at:

Mailing Address	Toll free phone number	Electronic mail
The Cincinnati Insurance Company PO Box 14529 Cincinnati, OH 45250-0529	877-942-2455	CinciBill@cinfin.com

The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **EPP 076 65 11 / EBA 076 65 11**

NAMED INSURED 1100 E 31ST LLC
23139 FIVE OAKS DR
ADDRESS FRANKFORT, IL 60423-8149
(Number & Street, Town, County, State & Zip Code)

Previous Policy Number:
NEW

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: **EPP 076 65 11** FROM: **12-31-2025** TO: **12-31-2026**

Automobile and / or Garage
Policy number: **EBA 076 65 11** FROM: **12-31-2025** TO: **12-31-2026**

Agency **THE ROCKWOOD COMPANY 12-229**
City **CHICAGO, IL**

Legal Entity / Business Description

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4399IL	07/11	NOTICE TO POLICYHOLDERS - ILLINOIS RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT
IA4433IL	07/25	IMPORTANT POLICYHOLDERS NOTICE - ILLINOIS
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP409IL	01/91	IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS
IP446	08/01	NOTICE TO POLICYHOLDERS
IA325	01/23	WAR EXCLUSION
IA327IL	07/23	NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION - ILLINOIS
IA329	01/24	EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
IA4156IL	01/18	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IA4210IL	01/18	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4338	05/24	SIGNATURE ENDORSEMENT
IA4382IL	07/17	ILLINOIS CHANGES
IA4395IL	04/17	ILLINOIS CHANGES - CIVIL UNION
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

Countersigned ______________________ By ______________________
(Date) (Authorized Representative)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SUMMARY OF PREMIUMS CHARGED

Attached to and forming part of
POLICY NUMBER: **EPP 076 65 11 / EBA 076 65 11** Effective Date: **12-31-2025**

Named Insured: **1100 E 31ST LLC**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM CHARGE IS INDICATED

Commercial Property Coverage Part	$	16,260
Commercial General Liability Coverage Part	$	1,647
Commercial Auto Coverage Part	$	129
Commercial Umbrella / Excess Liability Coverage Part	$	500
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
Terrorism Coverage	$	737
Installment Charge	$	
ANNUAL TOTAL	$	19,273

PAYMENTS

	First Installment	Remaining Installment(s)
MONTHLY	*	*

***SEE BILLING STATEMENT MAILED SEPARATELY**

Automobile Coverages, Employers Liability, Employment Practices Liability Coverage, Professional Liability Coverage, Terrorism Coverage and / or Wrongful Acts Coverage, if included in the policy, are subject to Annual Adjustment of rates and premium on each anniversary of the policy.

Commercial Umbrella and Excess Liability, if included in the policy, may be subject to Annual Adjustment of premium on each anniversary. Refer to the Commercial Umbrella or Excess Liability Coverage Part Declarations form to see if this is applicable.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS

LOC.	STREET ADDRESS CITY STATE ZIP CODE
1	1100 E 31ST ST LA GRANGE PARK, IL 60526-1219

POLICYHOLDER NOTICE

TERRORISM INSURANCE COVERAGE

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

Your policy contains coverage for certain losses caused by terrorism.

Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

Federal Participation:

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

- **Schedule:**

Federal Share of Terrorism Losses			Federal Share of Terrorism Losses	
Percentage	**Calendar Year**		**Percentage**	**Calendar Year**
85%	2015		80%	2022
84%	2016		80%	2023
83%	2017		80%	2024
82%	2018		80%	2025
81%	2019		80%	2026
80%	2020		80%	2027
80%	2021			

Cap on Insurer Participation:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.

NOTICE TO POLICY HOLDERS
ILLINOIS RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT

This is a notice of a change in your policy. NO COVERAGE IS PROVIDED BY THIS NOTICE nor can it be construed to replace any provisions of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverage you are provided. If there is any conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

As of June 1, 2011, the Illinois Religious Freedom Protection and Civil Union Act (Civil Union Act) allows opposite- and same-sex couples to enter into a civil union.

The Civil Union Act defines a "civil union" as a legal relationship between two persons, either of the same or opposite sex. Further, a "party to a civil union" means and shall be included in any definition or use of the terms spouse, family, immediate family, dependent, next of kin, and other terms that denote the spousal relationship.

Under the Civil Union Act, a person in a civil union is entitled to the same legal obligations, responsibilities, protections and benefits as are afforded or recognized by Illinois law to spouses whether they derive from statute, administrative rule, policy, common law or any other source of civil law.

For purposes of insurance laws, policies, eligibility and benefits governed by Illinois law, all spouses are treated identically.

IMPORTANT POLICYHOLDERS NOTICE - ILLINOIS

It is a statutory requirement that we provide you with written notice regarding where to file complaints regarding this policy.

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the following:

You may file a consumer complaint online at the Illinois Department of Insurance's website at http://idoi.illinois.gov or by mail. The Department maintains a Consumer Division in Chicago at 115 S. Lasalle Street, 13th Floor, Chicago, Illinois 60603 and in Springfield at 320 W. Washington Street, Springfield, IL 62767.

Should you have any complaints arise regarding this insurance you may contact the following:

Complaint Department of The Cincinnati Insurance Company at P.O. Box 145496, Cincinnati, Ohio, 45250-5496.

NOTICE OF PRIVACY PRACTICES

For additional information on our privacy policies, including state specific information, please visit https://www.cinfin.com/privacy-policy.

IMPORTANT INFORMATION TO POLICYHOLDERS
ILLINOIS

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address or telephone collect:

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone (513) 870-2278

The Cincinnati Casualty Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone (513) 870-2278

The Cincinnati Indemnity Company
P.O. Box 145496
Cincinnati, Ohio 45250-5496
Telephone (513) 870-2278

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY
THE CINCINNATI INDEMNITY COMPANY

NOTICE TO POLICYHOLDERS

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS FORMING A PART OF THE POLICY

A. The following exclusion:

1. Replaces any War, War and Military Action, or War or Military Action exclusion included in any other Coverage Form, Coverage Part or endorsement forming a part of the policy to which this endorsement is attached; and

2. Is added to any other Coverage Form, Coverage Part, insuring agreement included therein or endorsement forming a part of the policy to which this endorsement is attached which does not already include a War, War and Military Action, or War or Military Action exclusion.

War

This insurance does not apply to:

Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from:

a. "War" and "warlike action", including undeclared or civil "war" and "cyber hostilities";

b. Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or

c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

(1) Statements by an agency or department of the United States government;

(2) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or

(3) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

B. The following definitions are hereby added with respect to the exclusion in Section **A.** of this endorsement.:

1. "Agents" means any person, entity, organization or collection of persons, entities or organizations that have at any time been associated with or designated as having worked with or acted on behalf of any state, government, or sovereign.

The attribution of the actors' status as "agents" will be determined by relying on reasonable evidence such as, but not limited to:

a. Statements by an agency or department of the United States government;

b. Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or

c. Statements by a "recognized commercial authority".

2. "Computer system" means any computer or network of computers or computer systems, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any configuration of the aforementioned and including any associated input, output, code, program, data, data storage device, networking equipment or back up facility.

3. "Cyber hostilities" means the use of a "computer system" that causes disruption or harm.

4. "Recognized commercial authority" means a business that provides information technology security or forensics services, including, but not limited to:

   a. Symantec;

   b. Mandiant;

   c. Microsoft;

   d. Apple;

   e. Cisco; or

   f. IBM.

5. "War" or "warlike action":

   a. Means physical combat, a state of armed conflict, or "cyber hostilities" engaged in by:

      (1) Any state, government, or sovereign; or

      (2) "Agents" of a state, government, or sovereign,

      against any other:

      (a) State, government, or sovereign, including an agency or department thereof; or

      (b) Person or entity targeted by such physical combat, armed conflict, or "cyber hostilities"; and

   b. Includes any collateral loss, damage, cost, expense or liability for damages of any nature arising out of the physical combat, armed conflict, or "cyber hostilities" or any response to such physical combat, armed conflict, or "cyber hostilities".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL OUTPUT PROGRAM - PROPERTY COVERAGE PART
MACHINERY AND EQUIPMENT COVERAGE PART
MACHINERY AND EQUIPMENT SYSTEMS COVERAGE PART

A. The exclusion under Section **B.** replaces any coverage, extension, limitation, or exclusion as it relates to nuclear, biological, chemical, or radiological hazards except to the extent coverage is provided:

1. For chemical hazards only in:

Pollutant Clean Up and Removal Additional Coverage, Coverage Extension, Supplemental Coverage, and Endorsement

"Hazardous Substance" Limitation

Ammonia Contamination Limitation

2. For biological hazards only in:

Fungi, Wet Rot, Dry Rot, and Bacteria - Limited Coverage Additional Coverage, Coverage Extension, and Supplemental Coverage

Mold, Fungus, and Mildew Limitation

3. For biological or chemical hazards in:

Mandated Decontamination Additional Coverage

Product Contamination or Adulteration Endorsement

Emergency Vacating Expense Coverage Extension

Emergency Patient Evacuation Coverage Extension

4. For radiological hazards only in:

Radioactive Contamination Endorsement

B. Nuclear, Biological, Chemical and Radiological Hazards

1. We will not pay for any "loss" that is caused by, resulting from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:

a. Nuclear Hazard - including, but not limited to nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;

b. Biological Hazard - including, but not limited to any pathogenic or poisonous biological material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease;

c. Chemical Hazard - including, but not limited to any chemical agent, material, product or substance; or

d. Radiological Hazard - including, but not limited to any optical or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.

However, this exclusion does not apply to "loss" directly caused by a biological or chemical hazard as listed above that is part of the regular course of the insured's business practices.

2. Only if and to the extent required by state law, the following exception to the exclusion above applies:

If a hazard excluded in items **1.a., 1.b., 1.c.,** or **1.d.** above results in fire, we will pay for the "loss" caused by that fire, subject to all applicable policy provisions. Such coverage for fire applies only to direct "loss" by fire to Covered Property. This coverage does not apply to insurance provided under Business Income, Rental Value or Extra Expense coverage forms or endorsements that apply to those coverage forms.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

CHEMICAL DRIFT LIMITED LIABILITY COVERAGE PART - CLAIMS-MADE
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART CLAIMS-MADE
CONTRACTORS' LIMITED POLLUTION LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
EXCESS LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART - CLAIMS-MADE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
RIGGERS' LEGAL LIABILITY COVERAGE FORM
SEPTIC SYSTEMS DESIGN AND INSPECTION ERRORS AND OMISSIONS COVERAGE PART
UNDERGROUND STORAGE TANK POLICY
WRONGFUL ACTS COVERAGE PART

A. The following exclusion is hereby added to every Coverage Form or Coverage Part referenced above, or endorsement forming a part of the Coverage Form or Coverage Part referenced above:

This insurance does not apply to:

1. Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from or as a consequence of "PFC/PFAS", including but not limited to:

a. Any adverse health effects associated with or arising from "PFC/PFAS";

b. Manufacturing, sale, distribution, marketing, installation, repair, removal, abatement, replacement or handling of "PFC/PFAS" or products containing "PFC/PFAS";

c. An actual, alleged or threatened discharge, dispersal, seepage, migration or release of "PFC/PFAS" whether intentional or unintentional; or

d. Consumption or ingestion of, contact with or exposure to "PFC/PFAS", whether by direct or passive means.

2. Any loss, cost or expense arising out of any:

a. Request, demand, order, or other requirement, whether statutory or regulatory, that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain, treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFC/PFAS"; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing, disposing of, or in any way responding to or assessing the effects of "PFC/PFAS".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

B. The following definition is hereby added with respect to the exclusion in Section **A.** of this endorsement.:

"PFC/PFAS" means:

1. Any substance, material or compound that is or contains perfluorinated compounds (PFC) or Per-and polyfluoroalkyl substances (PFAS).

2. Per-and polyfluoroalkyl substances include any substance, material or compound that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers.

3. Any and all substances, materials or compounds that are identified or acknowledged by any federal, state, or international agency or authority, such as the United States Environmental Protection Agency (EPA), that are related to, substitutes for, or used in the same or similar way as the “PFC/PFAS” substances described in Paragraphs **1.** or **2.**

4. Any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any substance, material or compound described in Paragraphs **1.**, **2.** or **3.**

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollutant or pollution exclusion, do not exclude coverage for "PFC/PFAS" related loss, damage, cost, expense or liability for damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The **Cancellation** Common Policy Condition is deleted in its entirety and replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

2. If this policy has been in effect for 60 days or less, except as provided in Paragraphs **8.** and **9.** below, we may cancel this policy by mailing written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. If this policy has been in effect for more than 60 days, except as provided in Paragraphs **8.** and **9.** below, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. The policy was obtained through a material misrepresentation;

c. You have violated any of the terms and conditions of the policy;

d. The risk originally accepted has measurably increased;

e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 60 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

4. We will mail our notice to you at your last mailing address known to us, any mortgagee or lienholder listed on the policy and to the broker, if known, or agent of record, if known. Proof of mailing will be sufficient proof of notice.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we or the first Named Insured cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. Our notice of cancellation will state the reason for cancellation.

8. **Real Property Other Than Residential Properties Occupied by 4 Families or Less**

The following applies only if this policy covers real property other than residential property occupied by 4 families or less:

If any one or more of the following conditions exists at any building that is Covered Property in this policy, we may cancel this policy by mailing to you written notice of cancellation if:

a. After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions.

b. The building has been unoccupied 60 or more consecutive days. This does not apply to:

(1) Seasonal unoccupancy; or

(2) Buildings under repair, construction or reconstruction, if properly secured against unauthorized entry.

c. The building has:

(1) An outstanding order to vacate;

(2) An outstanding demolition order; or

(3) Been declared unsafe in accordance with the law.

d. Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.

The policy will terminate 10 days following receipt of the written notice by the named insured(s).

9. Residential Properties Occupied by 4 Families or Less

The following applies if this policy covers residential properties occupied by 4 families or less:

If this policy has been in effect for 60 days, or if this is a renewal policy, we may only cancel this policy for one or more of the following reasons:

a. Nonpayment of premium;

b. The policy was obtained by misrepresentation or fraud; or

c. Any act that measurably increases the risk originally accepted.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 30 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

10. For insurance provided under the Commercial Property Coverage Part, the following applies:

GRAIN IN PUBLIC GRAIN WAREHOUSES

(Not applicable to grain owned by the Commodity Credit Corporation)

The following applies only with respect to grain in public grain warehouses:

The first Named Insured or we may cancel this policy at any time by mailing to:

a. The other; and

b. The Director of the Illinois Department of Agriculture (at its Springfield Office);

60 days' written notice of cancellation.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail you, at your last mailing address known to us, your broker, if known, or your agent of record, if known and any mortgagee or lienholder listed on the policy written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

Proof of mailing will be sufficient proof of notice.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

2. The following provision applies only if this policy covers residential properties occupied by 4 families or less:

a. If this policy has been issued to you and in effect with us for 5 or more years, we may not fail to renew this policy unless:

(1) The policy was obtained by misrepresentation or fraud;

(2) The risk originally accepted has measurably increased; or

(3) You received 60 days' notice of our intent not to renew as provided in **1.** above.

b. If this policy has been issued to you and in effect with us for less than 5 years, we may not fail to renew this policy unless you received 30 days' notice as provided in **1.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CHEMICAL DRIFT LIMITED LIABILITY COVERAGE FORM - CLAIMS-MADE
CINCINNATI CYBER DEFENSE™ COVERAGE PART
CINCINNATI DATA DEFENDER™ COVERAGE PART
CINCINNATI NETWORK DEFENDER™ COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE
EMPLOYEE BENEFIT LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE FORM
EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM
HOLE-IN-ONE COVERAGE FORM
ILLINOIS CONTRACTORS' LIMITED WORKSITE POLLUTION LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
SEPTIC SYSTEMS DESIGN INSPECTION ERRORS AND OMISSIONS COVERAGE PART

A. **Cancellation** (Common Policy Conditions) is deleted in its entirety and replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

2. We may cancel this policy by mailing to you, at your last mailing address known to us, written notice stating the reason for cancellation. Proof of mailing will be sufficient proof of notice. If we cancel:

   a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

   b. For a reason other than nonpayment of premium, we will mail the notice at least:

      (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.

      (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.

3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

   a. Nonpayment of premium;

   b. The policy was obtained through a material misrepresentation;

   c. Any insured has violated any of the terms and conditions of the policy;

   d. The risk originally accepted has measurably increased;

   e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

   f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled we will send the first Named Insured any premium refund due. If we or the first Named Insured cancels, the refund will be pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

1. NONRENEWAL

a. If we decide not to renew or continue this policy, we will mail you, at your last mailing address known to us, written notice, stating the reason for the nonrenewal, at least:

(1) 60 days before the end of the policy period. for all policies other than that described in **a.(2)**; or

(2) 30 days before the end of the policy period for all commercial excess and umbrella liability policies as defined in 215 ILL. COMP. STAT.143.13 (h). The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to you.

b. Proof of mailing will be sufficient proof of notice.

c. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.

d. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

e. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

For the purposes of Paragraph **a.(2)**, commercial excess and umbrella liability policies are defined in 215 ILL. COMP. STAT. 143.13.(h) as follows:

(h) "Commercial excess and umbrella liability policy" means a policy written over one or more underlying policies for an insured:

(1) that has at least 25 full-time employee at the time the commercial excess and umbrella liability policy is written and procures the insurance of any risk or risks, other than life, accident and health, and annuity contracts ,as described in clauses (a) and (b) of Class 1 of Section 4 and clause (a) of Class 2 of Section 4, by use of the services of a full-time employee acting as an insurance manager or buyer; or

(2) whose aggregate annual premiums for all property and casualty insurance on all risks is at least $50,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements subject to the federal Terrorism Risk Insurance Act and any amendments and extensions thereto

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Cap On Losses from Certified Acts of Terrorism

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or Endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;

2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or

3. Any other exclusion,

regardless if the "certified act of terrorism" contributes concurrently or in any sequence to the loss.

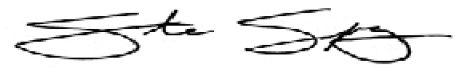
D. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.

Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. When this endorsement is attached to Standard Property Policy **CP 00 99,** the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.

B. The following is added to the **Legal Action Against Us** Condition:

The 2 year period for legal action against us is extended by the number of days between the date the proof of loss is filed with us and the date we deny the claim in whole or in part.

C. If this policy covers:

1. The following in **a.** and **b.**, then Paragraphs **2.** and **3.** apply:

a. Real property used principally for residential purposes up to and including a four family dwelling; or

b. Household or personal property that is usual or incidental to the occupancy of any premises used for residential purposes.

2. The second paragraph of the **Appraisal** Condition is deleted and replaced by the following:

a. Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally, except as provided in **b.** below.

b. We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:

(1) You demanded the appraisal; and

(2) The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

3. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

a. This Coverage Part or Coverage Form is void if you or any insured ("insured") commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this insurance, and such fraud, concealment or misrepresentation is stated in the policy or endorsement or in the written application for this policy and:

(1) Was made with actual intent to deceive; or

(2) Materially affected either our decision to provide this insurance or the hazard we assumed.

However, this condition will not serve as a reason to void this Coverage Part or Coverage Form after the Coverage Part or Coverage Form has been in effect for one year or one policy term, whichever is less.

b. We do not provide coverage under this Coverage Part or Coverage Form to you or any other insured ("insured") who, at any time subsequent to the issuance of this insurance, commit fraud or intentionally conceal or misrepresent a material fact relating to:

(1) This Coverage Part or Coverage Form;

(2) The Covered Property;

(3) Your interest in the Covered Property; or

(4) A claim under this Coverage Part or Coverage Form.

c. Notwithstanding the limitations stated in **3.a.** above, we may cancel the Coverage Part or Coverage Form in accordance with the terms of the Cancellation Condition.

D. For the Commercial Property Coverage Part and the Standard Property Policy, the following exclusion and related provisions are added to Paragraph **B.2.** Exclusions in the Causes of Loss Forms and to any Coverage Form or policy to which a Causes of Loss Form is not attached:

1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:

a. The loss arose out of a pattern of criminal domestic violence; and

b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.

3. If we pay a claim pursuant to Paragraph **D.2.,** our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

E. The **Intentional Loss Exclusion** in the Causes of Loss Form - Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

1. We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss").

In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").

2. However, this exclusion will not apply to deny payment to an innocent co-"insured" who did not cooperate in or contribute to the creation of the loss ("loss") if:

a. The loss ("loss") arose out of a pattern of criminal domestic violence; and

b. The perpetrator of the loss ("loss") is criminally prosecuted for the act causing the loss.

3. If we pay a claim pursuant to Paragraph **E.2.,** our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CIVIL UNION

This endorsement modifies insurance provided under the following:

CHEMICAL DRIFT LIMITED LIABILITY COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE
EMPLOYEE BENEFIT LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE FORM
EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM
HOLE-IN-ONE COVERAGE FORM
ILLINOIS CONTRACTORS' LIMITED WORKSITE POLLUTION LIABILITY COVERAGE FORM
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
SEPTIC SYSTEMS DESIGN INSPECTION ERRORS AND OMISSIONS COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or

2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams or uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **EPP 076 65 11**

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. **(address)**
REFER TO IA904

					OPTIONAL COVERAGES Applicable only when an entry is made						
	COVERAGE PROVIDED								Business Income Indemnity		
Item	Coverage	Limits	Coin-surance	Covered Cause Of Loss	Inflation Guard (%)	Replace-ment Cost (x)	Replace-ment Cost Incl. Stock (x)	Agreed Value (x)	Monthly Limit (fraction)	Maximum Period (X)	Extended Period (Days)
1-1	BUILDING	5,250,000	100%	SPECIAL	4%	X		X			
1-1	BUSINESS INCOME W/EXTRA EXPENSE (b)	12 MONTHS ALS SEE FA242		SPECIAL							

DEDUCTIBLE: $500.00 unless otherwise stated $ **5,000**

MORTGAGE HOLDER

Item Name and Address

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

FM101	05/16	BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)
FA242	10/12	ACTUAL LOSS SUSTAINED BUSINESS INCOME ENDORSEMENT
FA317	02/25	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
FA319	04/21	AMENDMENT OF COVERAGE – CYBER INCIDENT EXCLUSION
FA4016	09/19	BUSINESS INCOME - CIVIL AUTHORITY CHANGES
FA4028IL	07/17	ILLINOIS CHANGES
FA4144	04/20	WINDSTORM OR HAIL DOLLAR DEDUCTIBLE
FA4146	12/12	COVERAGE LIMITATIONS FOR ROOFS AND ROOF SURFACES
FA450	05/16	COMMERCIAL PROPERTY CONDITIONS
FA458	08/21	BUSINESS INCOME CHANGES - WAITING PERIOD
FA213IL	05/16	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM - ILLINOIS

BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)

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BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)

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 G. DEFINITIONS.**

SECTION A. COVERAGE

We will pay for direct "loss" to Covered Property at the "premises" caused by or resulting from any Covered Cause of Loss.

1. **Covered Property**

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. **Building**

Building, means the building or structure described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery and equipment;

(b) Building glass, including any lettering and ornamentation;

(c) Signs attached to a building or structure that is Covered Property;

(d) Awnings and canopies;

(4) Personal property owned by you that is used to maintain or service a covered building or its "premises", including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to a covered building;

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the "premises", used for making additions, alterations or repairs to a covered building.

b. **Outdoor Signs**

Your outdoor signs permanently installed and not attached to a covered building, and located within 1,000 feet of the "premises".

c. **Outdoor Fences**

Your outdoor fences.

d. **Business Personal Property**

Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle or portable storage unit) within 1,000 feet of the building or 1,000 feet of the "premises", whichever distance is greater. Your Business Personal Property consists of the following unless otherwise specified in the Declarations or on the **BUSINESS PERSONAL PROPERTY - SEPARATION OF COVERAGE ENDORSEMENT.**

(1) Furniture;

(2) Machinery and equipment;

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) The cost of labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(7) Leased personal property used in your business for which you have a contractual responsibility to insure. Such leased property is not considered personal property of others in your care, custody or control;

(8) Personal Property of Others that is in your care, custody or control or for which you are legally liable.

(a) This does not include personal effects owned by you, your officers, your partners, or if you are a limited liability company, your members or your managers, or your employees (including leased and temporary workers), except as provided in **5. Coverage Extensions, l. Personal Effects**;

(b) This does not include property of others for which you are legally liable as:

1) A carrier for hire; or

2) An arranger of transportation, including car loaders, consolidators, brokers, freight forwarders, or shipping associations; and

(9) Sales samples.

2. <u>Property Not Covered</u>

Covered Property does not include:

a. <u>Accounts, Deeds, Money or Securities</u>

Except as provided in **SECTION A. COVERAGE, 5. Coverage Extensions, a. Accounts Receivable,** Accounts, bills, currency, deeds, food stamps or other evidences of debt, "money", notes or "securities";

b. <u>Animals</u>

Animals, unless

(1) Owned by others and boarded by you; or

(2) Owned by you and covered as "stock" while inside of buildings;

and then only as provided in **3. Covered Causes of Loss, c. Limitations**.

c. <u>Automobiles</u>

Automobiles held for sale;

d. <u>Contraband</u>

Contraband, or property in the course of illegal transportation or trade;

e. <u>Electronic Data</u>

Except as provided in **SECTION A. COVERAGE, 5. Coverage Extensions, d. Electronic Data,** "Electronic data". This Paragraph **e.** does not apply to your "stock" of prepackaged software or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

f. <u>Excavations, Grading & Backfilling</u>

The cost of excavations, grading, backfilling or filling;

g. <u>Foundations</u>

Foundations of buildings, structures, machinery or boilers, if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement.

h. <u>Land, Water or Growing Crops</u>

Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetative roof);

i. <u>Paved Surfaces</u>

Bridges, roadways, walks, patios or other paved surfaces;

j. <u>Property While Airborne or Waterborne</u>

Personal property while airborne or waterborne;

k. <u>Pilings or Piers</u>

Pilings, piers, bulkheads, wharves or docks;

l. <u>Property More Specifically Insured</u>

Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except as provided in **G. Other Insurance** of the **COMMERCIAL PROPERTY CONDITIONS**;

m. <u>Retaining Walls</u>

Retaining walls that are not part of any building described in the Declarations;

n. <u>Underground Pipes, Flues or Drains</u>

Underground pipes, flues or drains;

o. Valuable Papers & Records and Cost to Research

Except as provided in **SECTION A. COVERAGE, 5. Coverage Extensions, r. Valuable Papers and Records,** the cost to research, replace or restore the information on "valuable papers and records", including those which exist as "electronic data".

This does not apply to "valuable papers and records" held for sale by you.

p. Vehicles or Self-Propelled Machines

Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads; or

(2) Are operated principally away from the "premises".

This paragraph does not apply to:

(1) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

(2) Vehicles or self-propelled machines, other than autos, you hold for sale;

(3) Rowboats or canoes out of water and located at the "premises"; or

(4) Trailers, but only as provided in **SECTION A. COVERAGE, 5. Coverage Extensions, o. Trailers (Nonowned Detached).**

q. Property While Outside of Buildings

The following property while outside of buildings (except as provided in **SECTION A. COVERAGE, 5. Coverage Extensions**):

(1) Grain, hay, straw or other crops;

(2) Signs, except:

(a) Signs attached to a covered building or structure;

(b) Signs for which a Limit of Insurance is shown in the Declarations.

(3) Outdoor fences, except outdoor fences for which a Limit of Insurance is shown in the Declarations;

(4) Radio antennas, television antennas or satellite dishes; including their lead-in wiring, masts, and towers; and

(5) Trees, shrubs or plants (other than trees, shrubs or plants that are "stock" or part of a vegetative roof).

3. Covered Causes of Loss

a. Covered Causes of Loss

Covered Causes of Loss means direct "loss" unless the "loss" is excluded or limited in this Coverage Part.

b. Exclusions

(1) We will not pay for "loss" caused directly or indirectly by any of the following, unless otherwise provided. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(a) Ordinance or Law

Except as provided in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law**, the enforcement of or compliance with any ordinance or law:

1) Regulating the construction, use or repair of any building or structure; or

2) Requiring the tearing down of any building or structure, including the cost of removing its debris.

This exclusion applies whether "loss" results from:

1) An ordinance or law that is enforced even if the building or structure has not been damaged; or

2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of any building or structure, or removal of its debris, following a direct "loss" to that building or structure.

(b) Earth Movement

1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

2) Landslide, including any earth sinking, rising or shifting related to such event;

3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

4) Earth sinking (other than "sinkhole collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **(b)1)** through **4)** above, results in fire or explosion, we will pay for the "loss" caused by that fire or explosion.

5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the "loss" caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct "loss" resulting from the eruption of a volcano when the "loss" is caused by:

a) Airborne volcanic blast or airborne shock waves;

b) Ash, dust or particulate matter; or

c) Lava flow.

With respect to coverage for Volcanic Action, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct "loss" to the described property.

This Earth Movement exclusion applies regardless of whether any of the above, in paragraphs **1)** through **5),** is caused by an act of nature or is otherwise caused.

(c) Governmental Action

Seizure or destruction of property by order of governmental authority. However, we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

(d) Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

(e) Utility Services

1) Except as provided in **SECTION A. COVERAGE, 5. Coverage Extensions, q. Utility Services**, the failure of power, communication, water or other utility services supplied to the "premises", however caused, if the failure:

a) Originates away from the "premises"; or

b) Originates at the "premises", but only if such failure involves equipment used to supply the utility service to the "premises" from a source away from the "premises".

Failure of any utility service includes lack of sufficient capacity and reduction in supply. "Loss" caused by a surge of power is also excluded if the surge would not have occurred but for an event causing the failure of power.

However, if the failure or surge of power, or the failure of communication, water, wastewater removal or other utility service results in a Covered Cause of Loss, we will pay for that portion of "loss" caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

(f) War and 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.

(g) Water

1) Flood, meaning the partial or complete inundation of normally dry land areas due to:

a) The unusual or rapid accumulation or runoff of rain or surface waters from any source; or

b) Waves, tidal waters, tidal waves (including tsunami); or

c) Water from rivers, ponds, lakes, streams, or any other body of water that rises above, overflows from, or is not contained within its natural or man-made boundary;

and all whether driven by wind or not, including storm surge.

2) Mudslides or mudflows, which are caused by flooding as defined above in Paragraph **(g)1)** above. Mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;

3) Water that has entered and then backs up through and is discharged from a sewer, drain, septic system, sump pump system or related equipment; or

4) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs **(g)1), 3)** or **4),** or material carried or otherwise moved by mudslide or mudflow as described in Paragraph **(g)2).**

This exclusion applies regardless of whether any of the above in Paragraphs **(g)1)** through **(g)5)** is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

However, if any of the above, as described in Paragraphs **(g)1)** through **(g)5),** results in fire, explosion or sprinkler leakage, we will pay for that portion of "loss" caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

(h) "Fungi", Wet Rot, Dry Rot, and Bacteria

1) Presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. But if "fungi", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the "loss" caused by that "specified cause of loss".

2) This exclusion does not apply:

a) When "fungi", wet or dry rot or bacteria results from fire or lightning; or

b) To the extent that coverage is provided in **SECTION A. COVERAGE, 5. Coverage Extensions, g. "Fungi", Wet Rot, Dry Rot and Bacteria - Limited Coverage** with respect to "loss" from a cause of loss other than fire or lightning.

Exclusions **b.(1)(a)** through **b.(1)(h)** apply whether or not the "loss" event results in widespread damage or affects a substantial area.

(2) We will not pay for "loss" caused by or resulting from any of the following:

(a) Electrical Current

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

1) Electrical or electronic wire, device, appliance, system or network; or

2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

1) Electrical current, including arcing;

2) Electrical charge produced or conducted by a magnetic or electromagnetic field;

3) Pulse of electromagnetic energy; or

4) Electromagnetic waves or microwaves.

However, if fire results, we will pay for "loss" caused by that fire.

(b) Delay or Loss of Use

Delay, loss of use or loss of market.

(c) Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

(d) Miscellaneous Causes of Loss

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Settling, cracking, shrinking or expansion;

5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, if mechanical breakdown results in elevator collision, we will pay for that portion of "loss" caused by that elevator collision; or

7) The following causes of loss to personal property:

a) Marring or scratching;

b) Except as provided in **SECTION A. COVERAGE, 4. Additional Coverages, a. Change in Temperature or Humidity** and **5. Coverage Extensions, q. Utility Services;**

i) Dampness or dryness of atmosphere; and

ii) Changes in or extremes of temperature.

However, if an excluded cause of loss listed in **(2)(d)1)** through **7)** results in a "specified cause of "loss" or building glass breakage, we will pay for that portion of "loss" caused by that "specified cause of loss" or building glass breakage.

(e) Explosion of Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. However, if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for that portion of "loss" caused by that fire or combustion explosion. We will also pay for "loss" caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

(f) Water Seepage

Continuous or repeated seepage or leakage of water or the presence or condensation of humidity, moisture, or vapor that occurs over a period of 14 days or more.

(g) Freezing of Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protection systems) caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the supply if the heat was not maintained.

(h) Dishonest or Criminal Acts

Dishonest or criminal acts (including theft) by you, any of your partners, members (if a limited liability company), officers, managers, employees (including leased workers or temporary employees) directors, trustees, or authorized representatives; whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during the hours of operation.

This **Dishonest or Criminal Acts** exclusion does not apply to acts of destruction by your employees (including leased workers or temporary employees) or by authorized representatives; except theft by employees (including leased workers or temporary employees) is not covered.

(i) Voluntary Parting Under False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

(j) Exposure to Weather

Rain, snow, ice or sleet to personal property in the open.

(k) Collapse

Collapse, including any of the following conditions of property or any part of the property:

1) An abrupt falling down or caving in;

2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph **(k)1)** or **2)** above.

But if collapse results in a Covered Cause of Loss at the "premises", we will pay for "loss" caused by that Covered Cause of Loss.

This exclusion **Collapse** does not apply:

1) To the extent that coverage is provided under the **SECTION A. COVERAGE, 5. Coverage Extensions, c. Collapse**; or

2) To collapse caused by one or more of the following:

a) The "specified causes of loss";

b) Breakage of building glass;

c) Weight of rain that collects on a roof; or

d) Weight of people or personal property.

(l) Pollutants

Discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" unless the discharge, dispersal, seepage, migration, release, escape or emission is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" results in a "specified cause of loss", we will pay for the "loss" caused by that "specified cause of loss".

This exclusion does not apply to "loss" to glass caused by chemicals applied to the glass.

m) Loss or Damage to Product

We will not pay for "loss" to Covered Property consisting of merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for "loss" caused by that Covered Cause of Loss.

(n) Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of "loss".

(3) We will not pay for "loss" caused by or resulting from any of the following in Paragraphs **(3)(a)** through **(3)(c).** However, if an excluded cause of loss that is listed in Paragraphs **(3)(a)** through **(3)(c)** results in a Covered Cause of Loss, we will pay for that portion of "loss" caused by that Covered Cause of Loss:

(a) Weather Conditions

Weather conditions, but this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions, (1)(a)** through **(1)(h)** to produce the "loss".

(b) Acts or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

(c) Defects, Errors, and Omissions

1) An act, error, or omission (negligent or not) relating to:

a) Land use;

b) Design, specifications, construction, workmanship;

c) Planning, zoning, development, surveying, siting, grading, compaction; or

d) Maintenance, installation, renovation, repair, or remodeling

of part or all of any property on or off the "premises";

2) A defect, weakness, inadequacy, fault, or unsoundness in materials used in construction or repair of part or all of any property on or off the "premises"; or

3) The cost to make good any error in design.

(4) Special Exclusions

The Special Exclusions apply only to **SECTION A. COVERAGE, 5. Coverage Extensions, b. Business Income and Extra Expense**; and if attached to this policy, the following coverage forms: **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM,** and **EXTRA EXPENSE COVERAGE FORM.**

We will not pay for:

(a) Any "loss" caused by or resulting from:

1) Damage or destruction of "finished stock"; or

2) The time required to reproduce "finished stock".

This Exclusion **(4)(a)** does not apply to Extra Expense.

(b) Any "loss" caused by or resulting from damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(c) Any increase of "loss" caused by or resulting from:

1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

2) Suspension, lapse or cancellation of any license, lease or contract. However, if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such "loss" that affects your "Business Income" during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period of Indemnity Optional Coverage or any variation of these.

(d) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(e) Any other indirect "loss".

c. <u>Limitations</u>

The following limitations apply to all policy forms and endorsements shown on the **COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**, unless otherwise stated:

(1) Limitations - Various Types of Property

We will not pay for "loss" to property as described and limited in this section. In addition, we will not pay for any "loss" that is a consequence of "loss" as described and limited in this section.

(a) Steam Apparatus

Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for "loss" to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

(b) Hot Water Boilers

Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

(c) Building Interiors

The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

2) The "loss" is caused by or results from thawing of snow, sleet or ice on the building or structure.

(d) Theft of Building Materials

Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

1) Building materials and supplies held for sale by you; or

2) "Business Income" coverage or Extra Expense coverage.

(e) Missing Property

Property that is missing, where the only evidence of the "loss" is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

(f) Transferred Property

Property that has been transferred to a person or to a place outside the "premises" on the basis of unauthorized instructions.

(g) Vegetative Roofs

Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

1) Dampness or dryness of atmosphere or of soil supporting the vegetation;

2) Changes in or extremes of temperature;

3) Disease;

4) Frost or hail; or

5) Rain, snow, ice or sleet.

(2) Limitations - Various Property for Specified Causes

We will not pay for "loss" to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

(a) Animals, and then only if they are killed or their destruction is deemed necessary.

(b) Contractors equipment, machinery and tools owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

1) If the property is located on or within 1,000 feet of the "premises"; or

2) To Business Income coverage or to Extra Expense coverage.

(3) Limitation - Personal Property Theft

This Limitation does not apply to "Business Income" coverage or to Extra Expense coverage. For each category described in Paragraph **c.(3)(a)** through **(3)(d)** below, the most we will pay for "loss" in any one occurrence of theft to all property in that category, regardless of the types or number of articles for that category that are lost or damaged in that occurrence, are the following special limits:

(a) $2,500 for Furs, fur garments and garments trimmed with fur.

(b) $2,500 for Jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limitation does not apply to jewelry and watches worth $100 or less per item.

(c) $2,500 for Patterns, dies, molds and forms.

(d) $250 for Stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are not additional Limits of Insurance.

(4) Limitation - System or Appliance Defects

(a) We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes; and

(b) We will not pay to replace the substance that escapes as described in Paragraph **c.(4)(a)** above.

But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage results in discharge of any substance from an automatic fire protection system, or is directly caused by freezing.

However, this Limitation **c.(4)(a)** does not apply to "Business Income" Coverage or to Extra Expense Coverage.

4. Additional Coverages

Unless stated otherwise, **SECTION C. DEDUCTIBLE** does not apply to Paragraph **4. Additional Coverages.**

Unless stated otherwise, these Paragraph **4. Additional Coverages** apply on a per location basis.

a. Change in Temperature or Humidity

We will pay for direct "loss" to your covered Business Personal Property caused by a change in temperature or humidity or contamination by refrigerant resulting from damage by a Covered Cause of Loss to equipment used for refrigerating, cooling, humidifying, dehumidifying, air conditioning, heating, generating or converting power (including their connections and supply or transmission lines and pipes) when located on the "premises".

This Coverage is included within the Limits of Insurance shown in the Declarations.

b. Debris Removal

(1) Subject to Paragraphs **b.(2)**, **(3)** and **(4)** of this Additional Coverage, we will pay your expense to remove debris of Covered Property and other debris that is on the "premises", when such debris is caused by or results from a Covered Cause of Loss that occurs during the "coverage term". The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct "loss".

(2) Debris Removal does not apply to costs to:

(a) Extract "pollutants" from land or water;

(b) Remove, restore or replace polluted land or water;

(c) Remove debris of property of yours that is not insured under this Coverage Part, or property in your possession that is not Covered Property;

(d) Remove debris of property owned by or leased to the landlord of the building where your "premises" are located, unless you have a contractual responsibility to insure such property and it is insured under this Coverage Part;

(e) Remove any property that is Property Not Covered, including property addressed under **5. Coverage Extensions, k. Outdoor Property**.

(f) Remove property of others of a type that would not be Covered Property under this Coverage Part;

(g) Remove deposits of mud or earth from the grounds of the "premises".

(3) Subject to the exceptions in Paragraph **b.(4)** below, the following provisions apply:

(a) The most we will pay for the total of direct "loss" plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained "loss".

(b) Subject to Paragraph **b.(3)(a)**, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct "loss" to the Covered Property that has sustained "loss".

(4) We will pay up to an additional $10,000 for debris removal expense for each "premises", in any one occurrence of direct "loss" to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct "loss" exceeds the Limit of Insurance on the Covered Property that has sustained "loss".

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct "loss" to the Covered Property that has sustained "loss".

Therefore, if Paragraph **b.(4)(a)** and/or **(4)(b)** apply, our total payment for direct "loss" and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained "loss", plus $10,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	$90,000
Amount of Deductible	$500
Amount of "Loss"	$50,000
Amount of "Loss" Payable ($50,000 - $500)	$49,500
Debris Removal Expense	$10,000
Debris Removal Expense Payable ($10,000 is 20% of $50,000)	$10,000

The debris removal expense is less than 25% of the sum of the "loss" payable plus the deductible. The sum of the "loss" payable and the debris removal expense ($49,500 + $10,000 = $59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3).**

Example #2

Limit of Insurance	$90,000
Amount of Deductible	$500
Amount of "Loss"	$80,000
Amount of "Loss" Payable ($80,000 - $500)	$79,500
Debris Removal Expense	$30,000
Debris Removal Expense Payable	
Basic Amount	$10,500
Additional Amount	$10,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: $80,000 ($79,500 + $500) x .25 = $20,000; capped at $10,500. The cap applies because the sum of the "loss" payable ($79,500) and the basic amount payable for debris removal expense ($10,500) cannot exceed the Limit of Insurance ($90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4),** because the debris removal expense ($30,000) exceeds 25% of the "loss" payable plus the deductible ($30,000 is 37.5% of $80,000), and because the sum of the "loss" payable and debris removal expense ($79,500 + $30,000 = $109,500) would exceed the Limit of Insurance ($90,000). The additional amount of covered debris removal expense is $10,000, the maximum payable under Paragraph **(4).** Thus the total payable for debris removal expense in this example is $20,500; $9,500 of the debris removal expense is not covered.

c. <u>Fire Department Service Charge</u>

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $5,000 in any one occurrence for your liability, which is determined prior to the direct "loss", for fire department service charges:

(1) Assumed by contract or agreement; or

(2) Required by local ordinance.

Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed. This Coverage is in addition to the Limits of Insurance shown in the Declarations.

d. <u>Fire Protection Equipment Recharge</u>

(1) We will pay for the expenses you incur to recharge your automatic fire suppression system or portable fire extinguishers when the equipment is discharged:

(a) To combat a covered fire to which this insurance applies;

(b) As a result of another covered Cause of Loss other than fire; or

(c) As a result of an accidental discharge.

(2) We will not pay your expenses to recharge fire protection equipment as a result of a discharge during testing or installation.

(3) If it is less expensive to do so, we will pay your costs to replace your automatic fire suppression system or portable fire extinguishers rather than recharge that equipment.

The most we will pay in any one occurrence under this Additional Coverage is $25,000. This Coverage is in addition to the Limits of Insurance shown in the Declarations.

e. <u>Inventory or Appraisal</u>

(1) We will pay the necessary expenses you incur to prepare claim information as required by this Coverage Part. Expenses must result from:

(a) Taking inventories;

(b) Making appraisals; and

(c) Preparing a statement of loss and other supporting exhibits.

(2) We will not pay for any expenses:

(a) Incurred to prove that "loss" is covered;

(b) Incurred under **SECTION D. LOSS CONDITIONS, 2. Appraisal;**

(c) Incurred for examinations under oath;

(d) Billed by and payable to independent or public adjusters; or

(e) To prepare claims not covered by this Coverage Part.

The most we will pay for any one occurrence under this Additional Coverage is $10,000. This Coverage is in addition to the shown in the Declarations.

f. **Key and Lock Expense**

(1) If a key or master key is lost, stolen, or damaged, we will pay for:

(a) The actual expense of the new keys; and

(b) The adjustment of locks to accept new keys; or

(c) If required, new locks, including the expense of their installation;

but only for locks at buildings or structures covered by this Coverage Part.

(2) This Coverage does not apply to keys that were given to former employees.

The most we will pay in any one occurrence under this Additional Coverage is Limit of Insurance $1,000. This Coverage is in addition to the Limit of Insurance shown in the Declarations.

g. **Ordinance or Law**

(1) If a covered building or structure sustains direct "loss" from a Covered Cause of Loss, resulting in the enforcement of or compliance with an ordinance or law that is in force at the time of "loss" and regulates the demolition, construction or repair of buildings or structures, or establishes zoning or land use requirements at the "premises", then subject to **SECTION D, LOSS CONDITIONS, 4. Loss Payment,** we will pay:

(a) **Loss of Use of Undamaged Parts of Buildings**

The costs you incur to rebuild at the same "premises" any undamaged portion of your building or structure caused by enforcement of or compliance with an ordinance or law requiring demolition of undamaged parts of the same building or structure. We will only pay the costs to satisfy the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

(b) **Demolition Costs**

The costs you incur to demolish and clear the site of undamaged parts of the same building or structure as a result of Paragraph **g.(1)(a)** above.

(c) **Increased Costs of Construction**

1) For buildings or structures to which **SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies, the increased costs to comply with the minimum standards of an ordinance or law to:

a) Repair or reconstruct damaged portions of that building or structure; and

b) Reconstruct or remodel undamaged portions of that building or structure whether or not demolition is required;

However, this increased cost of construction applies only if the building or structure is repaired, reconstructed or remodeled and is intended for occupancy similar to the building or structure it replaces, unless such occupancy is not permitted by zoning or land use ordinance or law.

2) For this Paragraph **g.(1)(c)** only, the increased costs to repair or reconstruct the following:

a) The cost of excavations, grading, backfilling and filling;

b) Foundation of the building;

c) Pilings;

d) Underground pipes, flues and drains.

The items listed in Paragraphs **g.2)a)** through **g.2)d)** above are deleted from **SECTION A. COVERAGE, 2. Property Not Covered**;

(2) We will not pay for:

(a) Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or

(b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

(3) We will not pay for "loss" due to any ordinance or law that:

(a) You were required to comply with before the "loss", even if the building or structure was undamaged; and

(b) With which you failed to comply.

(4) The terms of this Additional Coverage apply separately to each building or structure covered by this Coverage Part.

The most we will pay under this Additional Coverage is $10,000 per building. This is in addition to the Limit of Insurance shown in the Declarations for the building suffering "loss".

h. Pollutant Clean Up and Removal

We will pay your expenses to extract "pollutants" from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the "coverage term". The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each "premises" is $10,000 for the sum of all covered expenses arising out of Covered Causes of Loss during each "coverage term". This Coverage is in addition to the Limit of Insurance shown in the Declarations.

i. <u>Preservation of Property</u>

If it is necessary to move Covered Property from the "premises" to preserve it from imminent "loss" by a Covered Cause of Loss, we will pay for any direct "loss" to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the "loss" occurs within 60 days after the property is first moved.

This Coverage is included within Limit of Insurance shown in the Declarations for such Covered Property.

j. <u>Rewards</u>

We will pay to provide a reward for information that leads to a conviction for arson, theft, vandalism, or burglary. The conviction must involve a covered "loss" caused by arson, theft, vandalism, or burglary.

The most we will pay for "loss" in any one occurrence under this Additional Coverage is $10,000. This Coverage is in addition to the Limit of Insurance shown in the Declarations.

5. Coverage Extensions

Unless amended within a particular Coverage Extension, each Extension applies to property located in or on the building described in the Declarations or in the open (or in a vehicle or portable storage unit) within 1,000 feet of the "premises".

The limits applicable to the Coverage Extensions are in addition to the Limit of Insurance shown in the Property Declarations. Limits of Insurance specified in these Extensions apply per location unless stated otherwise.

SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance, does not apply to these Coverage Extensions.

a. **<u>Accounts Receivable</u>**

SECTION C. DEDUCTIBLE does not apply to this Coverage Extension.

(1) When you sustain direct "loss" to your accounts receivable records caused by a Covered Cause of Loss, we will pay:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by the "loss"; and

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

(2) Coverage does not apply to:

(a) Records of accounts receivable in storage away from the "premises"; or

(b) Contraband, or property in the course of illegal transportation or trade.

(3) We will extend coverage to include:

(a) Removal

If you give us written notice within 30 days of removal of your records of accounts receivable because of imminent danger of direct "loss" from a Covered Cause of Loss, we will pay for "loss" while they are:

1) At a safe place away from your "premises"; or

2) Being taken to and returned from that place.

This Removal coverage is included within the Limit of Insurance applicable to this Coverage Extension.

(b) Away From Your Premises

The most we will pay in any one occurrence is $5,000, regardless of the number of locations, for "loss" caused by a Covered Cause of Loss to Accounts Receivable while they are away from your "premises".

This Away From Premises Limit is in addition to the Limit of Insurance applicable to this Coverage Extension.

(4) **SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions** does not apply to this Coverage Extension, except as follows:

(a) **Exclusion (1)(c) Governmental Action;**

(b) **Exclusion (1)(d) Nuclear Hazard;**

(c) **Exclusion (1)(f) War and Military Action.**

(5) In addition to Paragraph **a.(4)** of this Coverage Extension, we will not pay for "loss" resulting from any of the following:

(a) Dishonest or criminal acts by:

1) You, your partners, employees, directors, trustees or authorized representatives;

2) A manager or a member if you are a limited liability company;

3) Anyone else with an interest in the records of accounts receivable, or their employees or authorized representatives; or

4) Anyone else entrusted with the records of accounts receivable for any purpose.

This Paragraph **a.(5)(a)** applies whether or not such persons are acting alone or in collusion with other persons or such act occurs during the hours of employment.

However, this Paragraph **a.(5)(a)** does not apply to dishonest acts of a carrier for hire or to acts of destruction by your employees. However, theft by employees is still not covered.

(b) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

(c) Bookkeeping, accounting or billing errors or omissions.

(d) Electrical or magnetic injury, disturbance or erasure of "electronic data" that is caused by or results from:

1) Programming errors or faulty machine instructions;

2) Faulty installation or maintenance of data processing equipment or component parts;

3) An occurrence that took place more than 100 feet from your "premises"; or

4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 100 feet from your "premises".

But we will pay for direct "loss" caused by lightning.

(e) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

(f) A "loss" that requires any audit of records or any inventory computation to prove its factual existence.

(6) Determination of Receivables:

(a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of direct "loss", the following method will be used:

1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the direct "loss" occurs; and

2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the direct "loss" occurred or for any demonstrated variance from the average for that month.

(b) The following will be deducted from the total amount of accounts receivable, however that amount is established:

1) The amount of the accounts for which there is no direct "loss"; and

2) The amount of the accounts that you are able to reestablish or collect; and

3) An amount to allow for probable bad debts that you are normally unable to collect; and

4) All unearned interest and service charges.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $25,000.

b. <u>**Business Income and Extra Expense**</u>

SECTION C. DEDUCTIBLE does not apply to this Coverage Extension.

(1) Business Income

We will pay for the actual loss of "Business Income" and "Rental Value" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct "loss" to property at a "premises" caused by or resulting from any Covered Cause of Loss. With respect to "loss" to personal property in the open or personal property in a vehicle or portable storage unit, the "premises" include the area within 1,000 feet of the building or 1,000 feet of the "premises", whichever is greater.

With respect to the requirements of the preceding paragraph, if you are a tenant and occupy only part of the site at which the "premises" are located, for the purpose of this Coverage Extension only, your "premises" is the portion of the building that you rent, lease or occupy, including:

(a) Any area within the building or on the site at which the "premises" are located if that area services or is used to gain access to the "premises"; and

(b) Your personal property in the open (or in a vehicle or portable storage unit) within 1,000 feet of the building or 1,000 feet of the "premises", whichever is greater.

(2) Extra Expense

(a) We will pay Extra Expense you sustain during the "period of restoration". Extra Expense means necessary expenses you sustain (as described in Paragraphs **(2)(b), (c)** and **(d)**) during the "period of restoration" that you would not have sustained if there had been no direct "loss" to property caused by or resulting from a Covered Cause of Loss.

(b) If these expenses reduce the otherwise payable "Business Income" "loss", we will pay expenses (other than the expense to repair or replace property as described in Paragraph **(2)(c)**) to:

1) Avoid or minimize the "suspension" of business and to continue "operations" either:

a) At the "premises"; or

b) At replacement "premises" or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; or

2) Minimize the "suspension" of business if you cannot continue "operations".

(c) We will also pay expenses to:

1) Repair or replace property; or

2) Research, replace or restore the lost information on damaged "valuable papers and records";

but only to the extent this payment reduces the otherwise payable "Business Income" "loss". If any property obtained for temporary use during the "period of restoration" remains after the resumption of normal "operations", the amount we will pay under this Coverage will be reduced by the salvage value of that property.

(d) Extra Expense does not apply to "loss" to Covered Property as described in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.

(3) Civil Authority

When a Covered Cause of Loss causes damage to property other than Covered Property at a "premises", we will pay for the actual loss of "Business Income" and necessary Extra Expense you sustain caused by action of civil authority that prohibits access to the "premises", provided that both of the following apply:

(a) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage; and

(b) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

This Civil Authority coverage for "Business Income" will begin immediately after the time of that action and will apply for a period of up to 30 days from the date of that action.

This Civil Authority coverage for Extra Expense will begin immediately after the time of that action and will end:

1) 30 consecutive days after the time of that action; or

2) When your "Business Income" coverage ends;

whichever is later.

(4) Alterations and New Buildings

We will pay for the actual loss of "Business Income" you sustain and Extra Expense you incur due to direct "loss" at the "premises" caused by or resulting from any Covered Cause of Loss to:

(a) New buildings or structures, whether complete or under construction;

(b) Alterations or additions to existing buildings or structures; and

(c) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the "premises" and:

1) Used in the construction, alterations or additions; or

2) Incidental to the occupancy of new buildings.

If such direct "loss" delays the start of "operations", the "period of restoration" for "Business Income" Coverage will begin on the date "operations" would have begun if the direct "loss" had not occurred.

(5) Newly Purchased or Leased Locations

We will pay the actual loss of "Business Income" you sustain and Extra Expense you incur due to direct "loss" to Covered Property at any location you purchase or lease caused by or resulting from a Covered Cause of Loss. This coverage for the Newly Purchased or Leased Locations will end when any of the following first occurs:

(a) This policy expires;

(b) You report values to us;

(c) 90 days pass from the date you acquire or begin to construct the Covered Property.

(6) Extended Business Income

(a) For "Business Income" Other Than "Rental Value", if the necessary "suspension" of your "operations" produces a "Business Income" or Extra Expense "loss" payable under this Coverage Part, we will pay for the actual loss of "Business Income" you sustain and Extra Expense you incur during the period that:

1) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

2) Ends on the earlier of:

a) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct "loss" had occurred; or

b) 60 consecutive days after the date determined in **b.(6)(a)1)** above.

However, Extended Business Income does not apply to loss of "Business Income" sustained or Extra Expense incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the "premises" are located.

Loss of "Business Income" must be caused by direct "loss" at the "premises" caused by or resulting from any Covered Cause of Loss.

(b) For "Rental Value", if the necessary "suspension" of your "operations" produces a "Rental Value" "loss" payable under this Coverage Part, we will pay for the actual loss of "Rental Value" you incur during the period that:

1) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

2) Ends on the earlier of:

a) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct "loss" had occurred; or

b) 60 consecutive days after the date determined in **b.(6)(b)1)** above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of

Loss in the area where the "premises" are located.

Loss of "Rental Value" must be caused by direct "loss" at the "premises" caused by or resulting from any Covered Cause of Loss.

(7) Interruption of Computer Operations

(a) Subject to all provisions of this Coverage Extension, you may extend the insurance that applies to "Business Income" and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" as described in **SECTION A. COVERAGE, 5. Coverage Extensions, d. Electronic Data.**

(b) Paragraph **b.(7)(a)** does not apply to "loss" sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in Paragraph **b.(7)(c)** has not been exhausted.

(c) The most we will pay under Paragraph **b.(7)** of this Coverage Extension is $2,500 for all "loss" sustained and expense incurred in the "coverage term", regardless of the number of interruptions or the number of "premises" or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for subsequent interruptions in that "coverage term". A balance remaining at the end of a "coverage term" does not carry over to the next "coverage term". With respect to an interruption that begins in a "coverage term" and continues or results in additional "loss" or expense in a subsequent "coverage term", all "loss" and expense is deemed to be sustained in the "coverage term" in which the interruption began.

This $2,500 coverage for Interruption of Computer Operations does not increase the Limit of Insurance provided in this Coverage Extension.

The most we will pay for "loss" in any one occurrence under this "Business Income" and Extra Expense Coverage Extension is $25,000.

c. <u>Collapse</u>

The coverage provided under this Coverage Extension applies only to an abrupt collapse as described and limited in Paragraphs **c.(1)** through **c.(7)** below.

(1) For the purpose of this Coverage Extension only, abrupt collapse means an abrupt falling down or caving in of a building or structure or any part of a building or structure with the result that the building or structure or part of the building or structure cannot be occupied for its intended purpose.

(2) We will pay for direct "loss" to Covered Property, caused by abrupt collapse of a building or structure or any part of a building or structure insured under this Coverage Part, or that contains Covered property insured under this Coverage Part, if such collapse is caused by one or more of the following:

(a) Building or structure decay that is hidden from view, unless the presence of such decay is known or should reasonably have been known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known or should reasonably have been known to an insured prior to collapse;

(c) Use of defective material or methods in construction, remodeling, or renovation if the abrupt collapse occurs during the course of the construction, remodeling, or renovation.

(d) Use of defective materials or methods in construction, remodeling, or renovation if the abrupt collapse occurs after construction, remodeling, or renovation is complete but only if the collapse is caused in part by:

1) A cause of loss listed in Paragraph **c.(2)(a)** or **c.(2)(b)** of this Coverage Extension;

2) One or more of the "specified causes of loss";

3) Breakage of building glass;

4) Weight of people or personal property; or

5) Weight of rain that collects on a roof.

(3) This Coverage Extension does not apply to:

(a) A building or structure or any part of a building or structure that is in danger of falling down or caving in;

(b) A part of a building or structure that is standing, even if it has separated from another part of the building or structure; or

(c) A building or structure that is standing or any part of a building or structure that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

(b) Awnings, gutters and downspouts;

(c) Yard fixtures;

(d) Outdoor swimming pools;

(e) Fences;

(f) Piers, wharves and docks;

(g) Beach or diving platforms; including their appurtenances;

(h) Retaining walls; and

(i) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraph **c.(2)(a)** through **c.(2)(d),** we will pay for "loss" to that property only if:

(a) Such "loss" is a direct result of the abrupt collapse of a building or structure insured under this Coverage Part; and

(b) The property is Covered Property under this Coverage Part.

(5) If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building or structure, we will pay for direct "loss" to Covered Property caused by such collapse of personal property only if:

(a) The collapse of personal property was caused by a Cause of Loss listed in **c.(2)(a)** through **c.(2)(d)** of this Coverage Extension;

(b) The personal property that collapses is inside a building; and

(c) The property that collapses is not of a kind listed in Paragraph **c.(4)** above of this Coverage Extension, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **c.(5)** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

(6) This Coverage Extension does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(7) This Coverage Extension shall not increase the Limit of Insurance provided in this Coverage Part.

(8) The term Covered Cause of Loss includes Collapse as described and limited in Paragraphs **c.(1)** through **c.(7)**.

d. **Electronic Data**

(1) This Coverage Extension does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

(2) We will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss that applies to **SECTION A. COVERAGE, 1. Covered Property, d. Business Personal Property.** To the extent that "electronic data" is not replaced or restored, the "loss" will be valued at the cost of replacement of the media on which the "electronic data" was stored with blank media of substantially identical type.

(3) For the purposes of this Coverage Extension only, Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, that is designed to damage or destroy any part of the system or disrupt its normal operation. However, there is no coverage for "loss" caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system or "electronic data".

(4) The most we will pay for all direct "loss" under this Coverage Extension, regardless of the number of "premises" or computer systems involved, is $2,500. This limit is the most we will pay for the total of all direct "loss" arising out of all occurrences that take place in the "coverage term". If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent "loss" sustained in the "coverage term". A balance remaining in a "coverage term" does not carry over to the next "coverage term". With respect to an occurrence which begins in the "coverage term" and continues or results in additional "loss" in a subsequent "coverage term", all "loss" is deemed to be sustained in the "coverage term" in which the occurrence began.

e. <u>Exhibitions, Fairs or Trade Shows</u>

We will pay for direct "loss" caused by a Covered Cause of Loss to your Covered Property, including covered property of others, while it is located at exhibitions, fairs or trade shows. This Coverage Extension does not apply while Covered Property is in transit to or from the exhibition, fair or trade show.

The most we will pay for "loss" in any one occurrence is $10,000.

The Limit of Insurance provided under this Coverage Extension does not apply per location.

f. <u>Fences</u>

We will pay for direct "loss" caused by a Covered Cause of Loss to your outdoor fences that are located within 1,000 feet of the "premises" and not otherwise insured as Covered Property in this Coverage Part.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $5,000.

g. <u>Fungi, Wet Rot, Dry Rot, and Bacteria - Limited Coverage</u>

(1) The coverage described in Paragraphs **g.(2)** and **g.(3)** of this Coverage Extension only apply when the "fungi", wet or dry rot or bacteria is the result of a Covered Cause of Loss that occurs during the "coverage term" and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(2) We will pay for "loss" by "fungi", wet or dry rot or bacteria. As used in this Coverage Extension, the term "loss" means:

(a) Direct "loss" to Covered Property caused by "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", wet or dry rot or bacteria;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot or bacteria; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet or dry rot or bacteria are present.

(3) For the coverage described under Paragraph **g.(2)** of this Coverage Extension, the most we will pay for "loss", regardless of the number of claims, is $15,000. This limit is the most we will pay for the total of all "loss" arising out of all occurrences that take place in the "coverage term". With respect to a particular occurrence of "loss" which results in "fungi", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a subsequent "coverage term".

(4) The coverage provided under this Coverage Extension does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in "loss" by "fungi", wet or dry rot or bacteria, and other "loss", we will not pay more, for the total of all "loss" than the applicable Limit of Insurance on the affected Covered Property.

If there is covered "loss" to Covered Property, not caused by "fungi", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Coverage Extension, except to the extent that "fungi", wet or dry rot or bacteria causes an increase in the "loss". Any such increase in the "loss" will be subject to the terms of this Coverage Extension.

(5) The terms of this Coverage Extension do not increase or reduce the coverage provided under:

(a) **SECTION A. COVERAGE, 5. Coverage Extensions, c. Collapse;**

(b) **SECTION A. COVERAGE, 5. Coverage Extensions, s. Water, Other Liquids, Powder or Molten Material Damage**

(6) The following **(6)(a)** or **(6)(b)** apply only if "Business Income", "Rental Value", or Extra Expense Coverage applies to the "premises" and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable "Business Income", "Rental Value", or Extra Expense Coverage.

(a) If the "loss" which resulted in "fungi", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to "loss" to property caused by "fungi", wet or dry rot or bacteria, then our payment under "Business Income" and/or Extra Expense is limited to the amount of "loss" and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered "suspension" of "operations" was caused by "loss" other than "fungi", wet or dry rot or bacteria but remediation of "fungi", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for "loss" and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

(7) This Coverage Extension does not apply to lawns, trees, plants or shrubs that are part of any vegetative roof.

h. __Glass__

(1) If a Covered Cause of Loss occurs to building glass that is Covered Property, we will also pay necessary expenses you incur to:

(a) Put up temporary plates or board up openings if repair or replacement of damaged glass is delayed;

(b) Repair or replace encasing frames;

(c) Remove or replace obstructions (except expenses to remove or replace window displays); and

(d) Repair or replace alarm tapes.

(2) If you are a tenant at a covered "premises" and:

(a) The building you occupy is not Covered Property; and

(b) You are legally liable for direct "loss" to the building glass in that building;

such building glass, for the purposes of this Paragraph **h.(2)**, is Covered Property. The most we will pay for "loss" in any one occurrence is $5,000. This building glass is subject to the building deductible as described in **SECTION C. DEDUCTIBLE.**

(3) For the purposes of this Coverage Extension only, **SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions** does not apply except as follows:

(a) **Exclusion (1)(b) Earth Movement;**

(b) **Exclusion (1)(c) Governmental Action;**

(c) **Exclusion (1)(d) Nuclear Hazard;**

(d) **Exclusion (1)(f) War and Military Action;**

(e) **Exclusion (2)(d)1)** Wear and tear; and

(f) As listed in **Exclusion (2)(d)2)**: Rust or other corrosion, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

i. **Newly Purchased, Leased or Constructed Property**

(1) **Buildings**

If buildings are Covered Property in this Coverage Part, we will pay for direct "loss" caused by a Covered Cause of Loss to:

(a) Your new buildings or additions while being built on the "premises";

(b) Buildings you newly purchase or become newly required to insure by written contract that are:

1) Intended for use by you as a warehouse; or

2) Similarly used by you as buildings insured under this Coverage Part.

The most we will pay for "loss" in any one occurrence to a building under this Coverage Extension is 1,000,000 for each building.

(2) **Business Personal Property**

(a) If business personal property is Covered Property in this Coverage Part, we will pay for direct "loss" caused by a Covered Cause of Loss to business personal property you newly purchase or are required to insure by written contract:

1) While located at buildings described in Paragraph **a.(1)** of this Coverage Extension; or

2) While located in a leased building or space therein that you are not required to insure. Such lease must be for a period of 12 consecutive months or longer.

(b) Paragraph **a.(2)(a)** of this Coverage Extension does not apply to:

1) Any business personal property covered under **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, e. Exhibitions, Fairs, or Trade Shows** or **m. Property Off Premises;**

2) Any business personal property that is covered under **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, p. Transportation** or is otherwise considered to be in-transit to or from a "premises".

3) Business personal property of others that is temporarily in your possession in the course of installing or performing work on such property, or temporarily in your possession in the course of your manufacturing or wholesaling activities.

The most we will pay for "loss" in any one occurrence to your Business Personal Property under this Coverage Extension is $500,000 at each building.

(3) **Period of Coverage**

Coverage provided under this Coverage Extension will end when any of the following first occurs:

(a) This policy expires,

(b) For buildings described in Paragraph **(1)(a)** of this Coverage Extension, 90 days pass from the date you begin construction on that part of the building that would qualify as Covered Property;

(c) For business property described in Paragraph **(1)(b)** and Paragraph **(2)(a)1),** 90 days after your purchase or lease;

(d) For business personal property described in Paragraph **(2)(a)2)**, 90 days from the effective date of the lease of the building space in the building; or

(e) You report values to us.

We will charge you additional premium for values reported from the date you lease or purchase the property, or begin construction on that part of the building that would qualify as Covered Property.

j. Nonowned Building Damage

If you are a tenant at a covered "premises" and:

(1) The building you occupy is not Covered Property; and

(2) You are legally liable for direct "loss" to that building;

We will pay for direct "loss" to that building caused by burglary, robbery, theft or attempted theft.

This Coverage Extension does not apply to:

(1) Glass, including lettering and ornamentation, and also necessary:

(a) Repair or replacement of encasing frames or alarm tapes; and

(b) Expenses incurred to board up openings or remove or replace obstruction.

(2) Building materials and equipment removed from the "premises".

This Coverage Extension does not apply if you have purchased other insurance in your name on the building you occupy as required by the lease.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $25,000.

k. Outdoor Property

We will pay for direct "loss" caused by a Covered Cause of Loss to the following types of your Covered Property:

(1) Radio antennas, television antennas or satellite dishes (including their lead-in wiring, masts and towers);

(2) Trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or part of a vegetative roof), including debris removal ; and

(3) If you are a tenant, to your awnings that are attached to a building you occupy;

but only if caused by or resulting from any of the following causes of loss if they are included as Covered Causes of Loss under this Coverage Part:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion;

(5) Aircraft; or

(6) Falling objects.

We will pay for the debris removal expenses of the above type property that are not your Covered Property if such debris is on your "premises" due to the Covered Causes of Loss described in this Coverage Extension. If you are a tenant, we do not pay debris removal expenses for trees, plants or shrubs owned by the landlord or owner of the building you occupy.

No other coverage for debris removal expenses provided in this Coverage Part applies to this Outdoor Property Coverage Extension.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $5,000, but not more than $1,000 for any one tree, shrub or plant.

l. Personal Effects

If business personal property is Covered Property in this Coverage Part, we will pay for direct "loss" caused by a Covered Cause of Loss to personal effects owned by:

(1) You, your officers, or your partners, or if you are a limited liability company, your members or your managers; or

(2) Your employees (including temporary and leased employees), including tools owned by your employees that are used in your business. However, employee tools are not covered for theft.

This Coverage Extension does not apply to "money" or "securities".

If theft is included as a Covered Cause of Loss under this Coverage Part, then this Coverage Extension has a $500 per occurrence limitation for direct "loss" by theft.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $10,000.

m. Property Off Premises

(1) We will pay for direct "loss" caused by a Covered Cause of Loss to your Covered Property, including covered personal property of others, while it is away from the "premises", if it is:

(a) Temporarily at a location you do not own, lease or operate; or

(b) In storage at a location you lease, provided the lease was executed for the first time after the beginning of the current "coverage term".

(2) This Coverage Extension does not apply to Covered Property at exhibitions, fairs, trade show, or in transit.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $10,000.

The Limit of Insurance provided by this Coverage Extension does not apply per location.

n. Signs

We will pay for direct "loss" caused by a Covered Cause of Loss, including debris removal expense, to signs not otherwise insured by this Coverage Part.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $5,000.

The Limit of Insurance provided by this Coverage Extension does not apply per location.

o. Trailers (Nonowned Detached)

(1) If business personal property is Covered Property in this Coverage Part, we will pay for direct "loss" caused by a Covered Cause of Loss to trailers that you do not own, provided that:

(a) The trailer is used in your business;

(b) The trailer is temporarily in your care, custody or control at the "premises"; and

(c) You have a contractual responsibility to pay for "loss" to the trailer.

(2) We will not pay for any direct "loss" that occurs:

(a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) This insurance is excess over the amount due, whether you can collect on it or not, from any other insurance covering such property.

(4) This Coverage Extension does not apply to any property inside or on the trailer.

The most we will pay for "loss" in any one occurrence under this Coverage Extension is $5,000.

p. Transportation

We will pay for direct "loss" caused by a Covered Cause of Loss to your Covered Property, including covered personal property of others while it is in or on a vehicle, including loading and unloading of the property.

The most we will pay for "loss" in any one occurrence is $10,000.

The Limit of Insurance provided by this Coverage Extension does not apply per location.

q. Utility Services

We will pay for:

(1) Direct "loss" to Covered Property at your "premises" except for direct "loss" resulting from the partial or complete failure of Wastewater Removal Services; and

(2) Loss of "Business Income" you sustain and Extra Expenses you incur as provided in **SECTION A. COVERAGE, 5. Coverage Extensions, b. Business Income and Extra Expense;**

caused by or resulting from the partial or complete failure of utility services to the "premises".

The partial or complete failure of the utility services listed below must be caused by direct "loss" caused by a Covered Cause of Loss to the following property:

(1) Power Supply Property, meaning the following types of property supplying electricity, steam or natural gas to the "premises":

(a) Utility generating plants;

(b) Switching stations;

(c) Substations;

(d) Transformers; and

(e) Transmission, distribution, service, or similar lines, excluding all such overhead lines of any type.

(2) Water Supply Property, meaning the following types of property supplying water to the "premises":

(a) Pumping stations; and

(b) Water mains.

(3) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the "premises", other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities. Coverage under this Coverage Extension does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(4) Communication Supply Property, meaning property supplying communication services, including service relating to Internet access or access to any electronic, cellular or satellite network; telephone, radio, microwave or television services to the "premises", such as:

(a) Communication transmission, distribution, service or similar lines, including fiber optic lines, excluding all such overhead lines of any type;

(b) Coaxial cables; and

(c) Microwave radio relays, excluding satellites.

This Coverage Extension does not apply to "loss" to "electronic data", including destruction or corruption of "electronic data".

The most we will pay for all direct "loss" and loss of "Business Income" and Extra Expense in any one occurrence is $25,000.

r. **<u>Valuable Papers and Records</u>**

SECTION C. DEDUCTIBLE does not apply to this Coverage Extension.

(1) Subject to Paragraph **r.(3)** of this Coverage Extension, we will pay necessary costs you incur to research, replace or restore lost or damaged information on "valuable papers and records" that are your property or the property of others in your care, custody or control; resulting from direct "loss" caused by a Covered Cause of Loss.

(2) Coverage does not apply to:

(a) Property that cannot be replaced with other property of like kind and quality;

(b) Property held as samples or for delivery after sale;

(c) Property in storage away from the "premises", except as provided in Paragraph **r.(4)(b)** of this Coverage Extension;

(d) Contraband, or property in the course of illegal transportation or trade;

(e) "Valuable papers and records" in the form of "electronic data", including the materials on which the "electronic data" is recorded.

(3) The most we will pay for "loss" is the least of the following amounts:

(a) The cost of reasonably restoring the damaged property to its condition immediately before the "loss";

(b) The cost of replacing the damaged property with substantially identical property; or

(c) The actual cash value of the damaged property at the time of "loss".

However, we will not pay for "loss" unless or until the damaged property is actually replaced or restored; and then only if such replacement or restoration occurs within 36 months from the date of direct "loss".

(4) We will extend coverage to include:

(a) **Removal**

If you give us written notice within 30 days of removal of your "valuable papers and records" because of imminent danger of direct "loss" from a Covered Cause of Loss, we will pay for direct "loss" while they are:

1) At a safe place away from your "premises"; or

2) Being taken to and returned from that place.

This Removal coverage is included within the Limits of Insurance applicable to this Coverage Extension.

(b) Away From Your Premises

We will pay up to $5,000 in any one occurrence, regardless of the number of locations, for direct "loss" caused by a Covered Cause of Loss to "valuable papers and records" while they are away from your "premises".

This Away From Premises limit is in addition to the Limit of Insurance applicable to this Coverage Extension.

(5) **SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions** does not apply to this Coverage Extension except as follows:

(a) Exclusion (1)(c) Governmental Action;

(b) Exclusion (1)(d) Nuclear Hazard; and

(c) Exclusion (1)(f) War and Military Action.

(6) In addition to Paragraph **r.(5)** of this Coverage Extension, we will not pay for direct "loss" resulting from any of the following:

(a) Dishonest or criminal acts by:

1) You, your partners, employees, directors, trustees or authorized representatives;

2) A manager or a member if you are a limited liability company;

3) Anyone else with an interest in the records of accounts receivable, or their employees or authorized representatives; or

4) Anyone else entrusted with the records of accounts receivable for any purpose.

This Paragraph **r.(6)(a)** applies whether or not such persons are acting alone or in collusion with other persons or such act occurs during the hours of employment.

However, this Paragraph **r.(6)(a)** does not apply to dishonest acts of a carrier for hire or to acts of destruction by your employees. However, theft by employees is still not covered.

(b) Errors or omissions in processing or copying. However, we will pay for that portion of direct "loss" caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Part.

(c) Electrical or magnetic injury, disturbance or erasure of electronic recordings. But we will pay for direct "loss" caused by lightning.

(d) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

The most we will pay for "loss" in any one occurrence is $25,000.

s. **<u>Water Damage, Other Liquids, Powder or Molten Material Damage</u>**

If a covered direct "loss" to which this insurance applies was caused by or resulted from water or other liquid, powder or molten material damage, we will also pay the cost to tear out and replace any otherwise undamaged part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

SECTION B. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations, except as amended in **SECTION A. COVERAGE, 3. Covered Causes of Loss, c. Limitations, 4. Additional Coverages,** and **5. Coverage Extensions.**

SECTION C. DEDUCTIBLE

Except as otherwise provided; in any one occurrence of direct "loss" we will first reduce the amount of "loss" if required by **SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance** or **SECTION F. OPTIONAL COVERAGES, 1. Agreed Value.** If the adjusted amount of direct "loss" is less than or equal to the Deductible, we will not pay for that direct "loss". If the adjusted amount of direct "loss" exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of direct "loss", and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves direct "loss" to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

1. **Deductible Examples**

Example No. 1:

(This example assumes there is no coinsurance penalty as outlined in **SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance**).

Deductible:	$250
Limit of Insurance - Bldg. 1:	$60,000
Limit of Insurance - Bldg. 2:	$80,000
"Loss" to Bldg. 1:	$60,100
"Loss" to Bldg. 2:	$90,000

The amount of "loss" to Bldg. 1 ($60,100) is less than the sum ($60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of "loss" in calculating the "loss" payable for Bldg. 1:

$60,100 - $250 = $59,850 "Loss" Payable - Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of "loss" payable for Bldg. 2. "Loss" payable for Bldg. 2 is the Limit of Insurance of $80,000.

Total amount of "loss" payable: $59,850 + 80,000 = $139,850.

Example No. 2:

(This example also assumes there is no coinsurance penalty).

The Deductible and Limits of Insurance are the same as those in Example No. 1:

"Loss" to Bldg. 1: $70,000 (Exceeds Limit of Insurance plus Deductible)

"Loss" to Bldg. 2: $90,000 (Exceeds Limit of Insurance plus Deductible)

"Loss" Payable - Bldg. 1: $60,000 (Limit of Insurance)

"Loss" Payable - Bldg. 2: $80,000 (Limit of Insurance)

Total amount of "loss" payable: $140,000.

2. **Glass Deductible**

When direct "loss" to the building you occupy only involves building glass, the Deductible for that "loss" will be the lesser of:

a. $500; or

b. The Deductible shown in the Declarations for that Covered Property.

SECTION D. LOSS CONDITIONS

The following conditions apply in addition to the **COMMON POLICY CONDITIONS** and the **COMMERCIAL PROPERTY CONDITIONS.**

1. **Abandonment**

There can be no abandonment of any property to us.

2. **Appraisal**

If we and you disagree on the value of the property, the amount of Net Income and operating expense, or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property, the amount of Net Income and operating expense, 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 there is an appraisal, we still retain our right to deny the claim.

3. **Duties in the Event of Loss or Damage**

a. In the event of "loss" to Covered Property, you must see that the following are done in order for coverage to apply:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the "loss". Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the "loss" occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase your limit of insurance. However, in no event will we pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of "loss" claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the "loss" and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis and permit us to make copies from your books and records.

(7) Submit a signed sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. <u>Loss Payment</u>

a. In the event of "loss" insured by this Coverage Part, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of **SECTION D. LOSS CONDITIONS, 7. Valuation** or any applicable provision that amends or supercedes this valuation condition.

b. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property, except as provided in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law.**

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust "losses" with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. Our payment for "loss" to personal property of others and personal effects will only be for the account of the owner of the property.

g. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

h. We will pay for insured "loss" within 30 days after we receive the sworn proof of loss if you have complied with all of the terms of this Coverage Part; and

(1) We have reached agreement with you on the amount of "loss"; or

(2) An appraisal award has been made.

i. Loss Payment - Ordinance or Law.

With respect to **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law:**

(1) Loss of Use of Undamaged Parts of Building

When there is a loss in value of an undamaged portion of a building or structure to which this coverage applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

(a) If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is repaired or replaced, on the same "premises" or another "premises"; we will not pay more than the lesser of:

1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same "premises" and to the same height, floor area, style and comparable quality of the original property insured; or

2) The limit of insurance indicated in **SECTION A. COVERAGE, 4. Additional Coverages g. Ordinance or Law** for **Loss of Use of Undamaged Parts of Building** for the building that has suffered "loss".

(b) If **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION F. OPTIONAL COVERAGES, 3. Replacement Cost** applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

1) The "actual cash value" of the building at the time of "loss"; or

2) The limit of insurance indicated in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law** for **Loss of Use of Undamaged Parts of Building** for the building that has suffered "loss".

(2) Demolition Costs

Loss payment for Demolition Costs will be determined as follows:

We will not pay more than the lesser of the following:

(a) The amount you actually spend to demolish and clear the site of the "premises"; or

(b) The limit of insurance indicated in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law** for **Demolition Costs** for the building that has suffered "loss".

(3) Increased Costs of Construction

Loss payment for **Increased Costs of Construction** will be determined as follows:

(a) We will not pay for the increased cost of construction until the property is actually repaired or replaced, at the same "premises" or another location and unless the repairs or replacement are made as soon as reasonably possible after the direct "loss", not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same "premises", or if you elect to rebuild at another "premises", the most we will pay for the **Increased cost of construction** is the lesser of:

1) The increased cost of construction at the same "premises"; or

2) The limit of insurance indicated in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law** for **Increased Costs of Construction** for the building that has suffered "loss".

(c) If the ordinance or law requires relocation to another location the most we will pay for the increased cost of construction is the lesser of:

1) The increased cost of construction at the new location; or

2) The limit of insurance indicated in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law** for **Increased Costs of Construction** for the building that has suffered "loss".

(4) Proportional Payments

If the building or structure sustains both direct "loss" that is covered under this Coverage Part and direct "loss" that is not covered under this Coverage Part; and as a result of the direct "loss" in its entirety you are required to comply with the ordinance or law, we will not pay the full amount of direct "loss" otherwise payable under the terms of **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law**. Instead, we will pay a proportion of such direct "loss"; meaning the proportion that the covered direct "loss" bears to the total direct "loss".

j. Loss Determination - Business Income and Extra Expense

With respect to **SECTION A. COVERAGE, 5. Coverage Extensions, b. Business Income and Extra Expense,**

(1) The amount of "Business Income" and "Rental Value" "loss" will be determined based on:

(a) The Net Income of the business before the direct "loss" occurred;

(b) The likely Net Income of the business if no direct "loss" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct "loss"; and

(d) Other relevant sources of information, including;

1) Your financial records and accounting procedures;

2) Bills, invoices and other vouchers; and

3) Deeds, liens or contracts.

(2) The amount of Extra Expense will be determined based on:

(a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct "loss" had occurred. We will deduct from the total of such expenses:

1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

2) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(b) Necessary expenses that reduce the "Business Income" and "Rental Value" "loss" that otherwise would have been incurred.

(3) Resumption of Operations

We will reduce the amount of your:

(a) "Business Income" and "Rental Value" "loss", other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or "stock") at the "premises" or elsewhere.

(b) Extra Expense "loss" to the extent you can return "operations" to normal and discontinue such Extra Expense.

(4) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

k. Party Walls

A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the "loss" to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the "loss" to the party wall, subject to all applicable policy provisions all other provisions of this **SECTION D. LOSS CONDITIONS, 4. Loss Payment** including:

(1) Limit of Insurance shown in the Declarations;

(2) **SECTION D. LOSS CONDITIONS, 7. Valuation**; and

(3) **SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance**.

Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of **COMMERCIAL PROPERTY CONDITIONS, I. Transfer Of Rights Of Recovery Against Others To Us** in this Coverage Part.

5. **<u>Recovered Property</u>**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. **<u>Vacancy</u>**

a. **<u>Description of Terms</u>**

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

(a) When this Coverage Part is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this Coverage Part is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

1) Rented to a lessee or sublessee and used by them to conduct their customary operations; or

2) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. **<u>Vacancy Provisions</u>**

If the building where direct "loss" occurs has been vacant for more than 60 consecutive days before that "loss", we will:

(1) Not pay for any "loss" caused by any of the following, even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) Reduce the amount we would otherwise pay for the "loss" by 15% with respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** of this Loss Condition.

7. **<u>Valuation</u>**

We will determine the value of Covered Property in the event of direct "loss" as follows:

a. At "Actual Cash Value" as of the time of direct "loss", except as provided in **b., c., d.,** and **e.** below.

b. If the Limit of Insurance for Building satisfies **SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance**, and the cost to repair or replace the damaged building property is $2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at actual cash value even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:

(1) Replacement Cost of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the "loss" or damage to the expiration of the lease; and

(b) Divide the amount determined in **(a)** above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

(4) For the purposes of valuation, tenants' improvements and betterments are not considered to be the personal property of others.

SECTION E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the **COMMON POLICY CONDITIONS** and the **COMMERCIAL PROPERTY CONDITIONS.**

1. <u>**Coinsurance**</u>

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

a. We will not pay the full amount of any "loss" if the value of Covered Property at the time of direct "loss" times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of direct "loss" by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in step **(1)**;

(3) Multiply to the total amount of "loss", before the application of any deductible, by the figure determined in step **(2)**; and

(4) Subtract the deductible from the figure determined in step **(3).**

We will pay the amount determined in step **(4)** or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the "loss" yourself.

Example No. 1 (Underinsurance):

The value of the property is:	$250,000
The coinsurance percentage is:	80%
The Limit of Insurance is:	$100,000
The Deductible is:	$250
The amount of "loss" is:	$40,000

Step (1):

$250,000 X 80% = $200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):

$100,000 divided by $200,000 = .50

Step (3):

$40,000 X .50 = $20,000

Step (4):

$20,000 - $250 = $19,750.

We will pay no more than $19,750. The remaining $20,250 is not covered.

Example No. 2 (Adequate Insurance):

The value of the property is:	$250,000
The coinsurance percentage is:	80%
The Limit of Insurance is:	$200,000
The Deductible is:	$250
The amount of "loss" is:	$40,000

Step (1):

$250,000 X 80% = $200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):

$200,000 : $200,000 = 1.00

Step (3):

$40,000 X 1.00 = $40,000

Step (4):

$40,000 - $250 = $39,750.

We will pay no more than $39,750 "loss" in excess of the Deductible. No penalty applies.

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3:

The values of the property are:

Bldg. at Location No. 1:	$75,000
Bldg. at Location No. 2:	$100,000
Personal Property at Location No. 2:	<u>$75,000</u>
	250,000

The coinsurance percentage is:	90%
The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is:	$180,000
The Deductible is:	$1,000
The amount of "loss" is:	
Bldg. at Location No. 2:	$30,000
Personal Property at Location No. 2:	<u>$20,000</u>
	$50,000

Step (1):

$250,000 X 90% = $225,000
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):
$180,000 : $225,000 = .80

Step (3):
$50,000 X .80 = $40,000

Step (4):

$40,000 - $1,000 = $39,000.

We will pay no more than $39,000. The remaining $11,000 is not covered.

2. <u>Mortgage Holders</u>

a. The term "mortgage holder" includes trustee.

b. We will pay for covered "loss" to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any "loss" and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least ten days before the expiration date of this policy.

SECTION F. OPTIONAL COVERAGES

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. **Agreed Value**

a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for direct "loss" to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Limit of Insurance indicated in the most current Statement of Values that applies to this Coverage Part.

b. If the Agreed Value Optional Coverage is deleted from the policy, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage does not apply.

c. The terms of this Optional Coverage apply only to "loss" that occurs:

(1) On or after the effective date of this Optional Coverage; and

(2) Before the policy expiration date.

d. This Agreed Value Optional Coverage does not apply to **SECTION A. COVERAGE, 5. Coverage Extensions, b. Business Income and Extra Expense.**

2. **Inflation Guard**

a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The Limit of Insurance that applied on the beginning of the current "coverage term" or any other Coverage Part change amending the Limit of Insurance, multiplied by

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), multiplied by

(3) The number of days since the beginning of the current "coverage term" or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365. In the event of "loss", this number of days ends at the original date of "loss".

Example:

If: The applicable Limit of Insurance is: $100,000

The Annual percentage increase is: 8%

The number of days since the beginning of the policy year (or last policy change) is: 146

The amount of increase is $100,000 X .08 X (146/365) = $3,200

3. **Replacement Cost**

a. Replacement Cost (without deduction for depreciation) replaces "Actual Cash Value" in **SECTION D. LOSS CONDITIONS, 7. Valuation** of this **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.

b. This Optional Coverage does not apply to:

(1) Personal Property of others, except leased personal property as described in **SECTION A. COVERAGE, 1. Covered Property, d.(7).** The valuation of such leased personal property will be based on the amount for which you are liable under the lease, but not to exceed the replacement cost of the leased item.

(2) Personal effects;

(3) Contents of a residence;

(4) Manuscripts;

(5) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac;

(6) "Stock" unless the Replacement Cost including "Stock" option is shown in the Declarations; or

(7) Property, that at the time of "loss":

(a) Is outdated, or obsolete and is stored or not being used; or

(b) Has no practical value to you.

c. You may make a claim for "loss" covered by this insurance on an "Actual Cash Value" basis instead of on a replacement cost basis. In the event you elect to have "loss" settled on an "Actual Cash Value" basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the "loss".

d. We will not pay on a replacement cost basis for any "loss":

(1) Until the lost or damaged property is actually repaired or replaced with other property of generally the same construction and used for the same purpose as the lost or damaged property; and

(2) Unless the repairs or replacement have been completed or at least underway within 2 years following the date of "loss".

e. We will not pay more for "loss" on a replacement cost basis than the least of:

(1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace, on the same "premises", the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use, or repair of any building or structure except as provided in **SECTION A. COVERAGE, 4. Additional Coverages, g. Ordinance or Law.**

SECTION G. DEFINITIONS

1. "Actual cash value" means replacement cost less a deduction that reflects depreciation, age, condition and obsolescence.

2. "Business Income" means the:

a. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and

b. Continuing normal operating expenses sustained, including payroll.

3. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

4. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 A.M. standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 A.M. standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

5. "Electronic data" means information, facts or "computer programs" stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.

6. "Finished stock" means stock you have manufactured, except "stock" you have manufactured that is held for sale on the "premises" of any retail outlet insured under this Coverage Part.

7. "Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

8. "Loss" means accidental physical loss or accidental physical damage.

9. "Money" means:

a. Currency, coins and bank notes whether or not in current use; and

b. Travelers checks, registered checks and money orders held for sale to the public.

10. "Operations" means:

a. Your business activities occurring at the "premises"; and

b. The tenantability of the "premises", if coverage for "Business Income" including "Rental Value" or "Rental Value" applies.

11. "Period of restoration" means the period of time that:

a. Begins at the time of direct "loss".

b. Ends on the earlier of:

(1) The date when the property at the "premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

c. "Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

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

d. The expiration date of the policy will not cut short the "period of restoration".

12. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property, or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. You are regularly or otherwise engaged in activities which taint or degrade the environment; or

b. You use, generate or produce the "pollutant".

13. "Premises" means the Locations and Buildings described in the Declarations.

14. "Rental Value" means "Business Income" that consists of :

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the "premises" described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the "premises" which is occupied by you; and

b. Continuing normal operating expenses incurred in connection with that "premises", including:

(1) Payroll; and

(2) The amount of charges, which are the legal obligation of the tenant(s) but would otherwise be your obligations.

15. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps whether or not in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue; but does not include "money". Lottery tickets held for sale are not "securities" or evidences of debt.

16. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the Covered Property into subterranean voids created by the action of water on a limestone or similar rock formation. This does not include:

a. The cost of filling sinkholes;

b. Sinking or collapse of land into man-made subterranean cavities; or

c. The value of the land.

17. "Specified causes of loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects; weight of snow, ice or sleet; and water damage.

a. Falling objects does not include "loss" to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

b. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the "premises" and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include "loss" otherwise excluded under the terms of **BUILDING AND BUSINESS PERSONAL PROPERTY, SECTION A. COVERAGE, 3. Covered Causes of Loss, (g) Water**. Therefore, for example, there is no coverage under this Coverage Part in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Exclusion **(g) Water**, there is no coverage for "loss" caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **18.b.(1)** or **18.b.(2)** of this definition of "Specified causes of loss", such water is not subject to the provisions of Exclusion **(g) Water.**

18. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

19. "Suspension" means:

a. The slowdown or cessation of your business activities; and

b. That a part or all of the "premises" is rendered untenantable.

20. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, card index systems, deeds, drawings, films, maps, mortgages, or proprietary information.

But "valuable papers and records" does not mean "money" or "securities" or "electronic data", including the materials on which the "electronic data" is recorded.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL LOSS SUSTAINED BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

(Enter number of months to activate coverage)

REFER TO FM502 **consecutive months**

A. This endorsement applies to the following Coverage Forms:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

B. For the purposes of this endorsement only, **SECTION A. COVERAGE, Additional Coverages, Extended Business Income, (1), (b), (ii)** is deleted in its entirety and replaced by the following, and **(iii)** is added:

(ii) 60 consecutive days after the date determined in **(1)(a)** above; or

(iii) The number of consecutive months after the date of direct physical "loss" indicated in the Schedule of this endorsement.

C. For the purposes of this endorsement only, **SECTION A. COVERAGE, Additional Coverages, Extended Business Income, (2), (b), (ii)** is deleted in its entirety and replaced by the following, and **(iii)** is added:

(ii) 60 consecutive days after the date determined in **(2)(a)** above; or

(iii) The number of consecutive months after the date of direct physical "loss" indicated in the Schedule of this endorsement.

D. For the purposes of this endorsement only, **SECTION F. DEFINITIONS, 7. "Period of Restoration", b.** is deleted in its entirety and replaced by the following:

b. Ends on the earlier of:

(1) The date when the property at the "premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality;

(2) The date when business is resumed at a new permanent location; or

(3) The number of consecutive months after the date of direct physical "loss" indicated in the Schedule of this endorsement.

E. When 12 or 18 months ALS (an acronym of Actual Loss Sustained) is shown in the Declarations as the Limit of Insurance for Business Income for a specific item, **SECTION B. LIMITS OF INSURANCE** is deleted in its entirety for that item.

F. If the policy to which this endorsement is attached has been issued for a period of more than one year, then this business income coverage is subject to annual rerating.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover property damage to buildings or Business Personal Property and forms or endorsements that cover "Business Income", Extra Expense or action of civil authority.

B. We will not pay for "loss" caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. This includes the actual, alleged, potential, perceived or feared:

1. Presence of;

2. Exposure to;

3. Transmission of;

4. Inability to use or occupy any location due to; or

5. "Suspension" of "operations" due to;

Any virus, bacterium or other microorganism.

However, this exclusion does not apply to "loss" caused by or resulting from "fungi", wet rot or dry rot. Such "loss" is addressed in a separate exclusion in this Coverage Part.

C. With respect to any "loss" subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungi", Wet Rot, Dry Rot, and Bacteria; and

2. Coverage Extension - Fungi, Wet Rot, Dry Rot, and Bacteria - Limited Coverage, including any endorsement increasing the scope or amount of coverage.

E. This exclusion does not apply to the extent coverage is provided in:

1. Crisis Event Expense Coverage Endorsement;

2. The Bridge Endorsement; or

3. Food Contamination Business Interruption and Extra Expense Endorsement.

F. The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular "loss", do not serve to create coverage for any "loss" that would not otherwise be covered or be excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Cyber Incident Exclusion

For the purposes of this endorsement only,

1. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 3. Covered Cause of Loss, b. Exclusions,** Paragraph **(1)** is amended to include the following:

   We will not pay for "loss" caused directly or indirectly by a cyber incident. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   Cyber incident, meaning:

   a. Unauthorized access to or use of any computer system (including electronic data).

   b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.

   c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

   A cyber incident includes, but is not limited to, ransomware.

   However, if a cyber incident results in direct "loss" from fire or explosion, we will pay for the resulting "loss" caused by that fire or explosion.

   If Vandalism coverage is not otherwise excluded under this Coverage Part, vandalism does not include a cyber incident.

2. If endorsed to this Coverage Part, a Commercial Property Endorsement with a coverage section for **Electronic Data Processing Property,** Paragraph **(3) Exclusions** is amended to include the cyber incident exclusion described in Paragraph **A.** 1. above to the list of excluded causes of loss.

3. If endorsed to this Coverage Part, **TEMPERATURE CHANGE LOSS FORM, C. Excluded Causes of Loss,** Paragraph **2.** is amended to include the cyber incident exclusion described in Paragraph **A. 1.** above to the list of excluded causes of loss.

4. If endorsed to this Coverage Part, a Commercial Property Endorsement with a coverage section for **Temperature Change** is amended to include the cyber incident exclusion described in Paragraph **A.1.** above to the list of excluded causes of loss.

5. If endorsed to this Coverage Part, **MORTGAGE INTEREST COVERAGE FORM, EXCLUSIONS - COVERAGES A. AND B.,** Paragraph **2.** is amended to include the cyber incident exclusion described in Paragraph **A. 1.** above to the list of excluded causes of loss.

B. Additional Coverage

The exclusion in Paragraph **A. 1**. above does not apply to the extent that coverage is provided in:

1. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, b. Business Income and Extra Expense, (7) Interruption of Computer Operations;**

2. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, d. Electronic Data;**

3. **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, SECTION A. COVERAGE, 5. Additional Coverages, d. Interruption of Computer Operations; or**

4. **BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages, e. Interruption of Computer Operations**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME - CIVIL AUTHORITY CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Location Number	Building Number	Schedule Part A Coverage Period (Number of Days)	Schedule Part B Radius (Number of Miles)
1	1		5

This endorsement applies to the following forms:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM

For the purposes of this endorsement only:

A. Civil Authority Coverage Period

1. In the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, SECTION A. COVERAGE, 5. Additional Coverages, b. Civil Authority,** the 30 consecutive day coverage period is replaced by the number of days indicated in **Part A** of the Schedule of this endorsement, subject to all other provisions of that Additional Coverage. If there is no entry in **Part A** of the Schedule, the 30 consecutive day coverage period continues to apply, subject to all other provisions of the **Additional Coverage - Civil Authority**.
2. In the **BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM** and the **EXTRA EXPENSE COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages, b. Civil Authority,** the 30 consecutive day coverage period is replaced by the number of days indicated in **Part A** of the Schedule of this endorsement, subject to all other provisions of that Additional Coverage. If there is no entry in **Part A** of the Schedule, the 30 consecutive day coverage period continues to apply, subject to all other provisions of the **Additional Coverage - Civil Authority**.

B. Civil Authority Radius Limitation

1. In the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, SECTION A. COVERAGE, 5. Additional Coverages, b. Civil Authority**, Paragraph **(1)** is deleted in its entirety and replaced by the following:
   (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the "premises" are within that area, but are not more than the number of miles from the damaged property indicated in **Part B** of the Schedule of this endorsement; and
2. In the **BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM** and the **EXTRA EXPENSE COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages, b. Civil Authority**, Paragraph **(1)** is deleted in its entirety and replaced by the following:
   (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the "premises" are within that area, but are not more than the number of miles from the damaged property indicated in **Part B** of the Schedule of this endorsement; and

C. The coverage provided under this endorsement does not increase the applicable Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Nuclear Hazard

Exclusion **(1)(d) Nuclear Hazard in SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

(d) Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the "loss" caused by that fire.

B. Electrical Current

Exclusion **(2)(a) Electrical Current in SECTION A. COVERAGE, 3. Covered Causes of Loss, b. Exclusions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

(a) Electrical Current

Artificially generated electrical or magnetic or energy that damages, disturbs, disrupts or otherwise interferes with any:

1) Electrical or electronic wire, device, appliance, system or network; or

2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical or magnetic energy includes but is not limited to:

1) Electrical current, including arcing;

2) Electrical charge produced or conducted by a magnetic field; or

3) Pulse.

However, if fire results, we will pay for "loss" caused by that fire.

C. Inventory or Appraisal

The last paragraph in **SECTION A. COVERAGE, 4. Additional coverages, e. Inventory or Appraisal** is deleted in its entirety and replaced by the following:

The most we will pay for loss in any one occurrence under this Additional Coverage is $10,000. This Coverage is in addition to the Limit of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL DOLLAR DEDUCTIBLE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE*

Loc	Bldg	Windstorm/Hail Dollar Deductible
1	1	10,000

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

For the purposes of this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION C. DEDUCTIBLE** is deleted in its entirety and replaced with the following:

WINDSTORM OR HAIL DEDUCTIBLE

1. Except as otherwise provided, in any one occurrence of "loss", we will first reduce the amount of "loss" if required by **SECTION E. ADDITIONAL CONDITIONS, 1. Coinsurance** or **F. OPTIONAL COVERAGES, 1. Agreed Value.** If the adjusted amount of "loss" is less than or equal to the Windstorm or Hail Deductible, we will not pay for that "loss". If the adjusted amount of "loss" exceeds that Deductible, we will then subtract that Deductible from the adjusted amount of "loss", and will pay the resulting amount or the Limit of Insurance, whichever is less. When the occurrence involves "loss" to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Windstorm or Hail Deductible.

2. The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered "loss" caused directly or indirectly by Windstorm or Hail. This deductible applies to each occurrence of Windstorm or Hail and applies separately at each "premises" shown in the Schedule of this endorsement as described in Paragraph **5.** below.

3. When property is covered under the Coverage Extension for Newly Purchased, Leased or Constructed Property, the applicable deductible for such property is the highest dollar amount shown in the Schedule of this endorsement.

4. Nothing in this endorsement implies or affords coverage for any "loss" that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement, (or if you have a flood insurance policy), a separate Flood Deductible applies to "loss" attributable to Flood, in accordance with the terms of that endorsement or policy.

5. WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS

A Deductible is calculated separately for and applies separately to each "premises" shown in the Schedule of this endorsement. If both the building and personal property inside that building at a particular "premises" suffer "loss", the deductible only applies once.

Example of Windstorm or Hail Dollar Deductible Calculation

The Windstorm or Hail Deductible Schedule indicates that:

- Location 1, Bldg 1 has a $25,000 deductible.
- Location 2, Bldg 1 has a $50,000 deductible.

The same occurrence of windstorm damages the building and personal property inside at Location 1 and the building at Location 2.

- The "loss" at Location 1 is subject to a $25,000 deductible,
- The "loss" at Location 2 is subject to a $50,000 deductible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE LIMITATIONS FOR ROOFS AND ROOF SURFACES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Option I - Roofs and Roof Surfaces at Actual Cash Value Valuation

Option II - Exclusion of Cosmetic or Appearance Damage to Roofs and Roof Surfaces

(Activate Coverage with Address Entry and "x" in Option I and / or Option II box in the Schedule)

SCHEDULE*

Location	Building	Address	Option I	Option II
1	1	REFER TO IA904	☒	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

A. Roof Surfacing

For the purposes of this endorsement only, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

B. Roofs and Roof Surfaces at Actual Cash Value Valuation

For the purposes of this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION D. LOSS CONDITIONS, 7. Valuation** is amended to include the following:

For the Covered building or structure indicated in the Schedule of this endorsement under **Option I,** we will determine the value of the roof and roof surfacing at "Actual Cash Value" at the time of "loss", regardless of the valuation condition that applies to this building or structure.

C. Exclusion of Cosmetic or Appearance Damage to Roofs and Roof Surfaces

For the purposes of this endorsement only, the first paragraph in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE** is deleted in its entirety and replaced with the following:

We will pay for direct physical "loss" to Covered Property at the "premises" caused by or resulting from any Covered Cause of Loss.

However, for the Covered building or structure indicated in the Schedule of this endorsement under **Option II,** we will not pay for cosmetic damage that alters the physical cosmetic appearance of any part of the roof or roof surfacing but does not prevent the roof from functioning as a barrier to entrance of the outdoor elements. Cosmetic damage means superficial damage that does not impair the structure or integrity of the roof or prevent the roof from keeping the outdoor elements from entering the building to the same extent as it did before the cosmetic damage occurred. Non-cosmetic damage means damage to any part of the roof or roof surfacing that allows the outdoor elements to enter the building and / or damage to the roof structure itself such that that roofing system itself is in need of repair in order to continue to function as a barrier to the outdoor elements.

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. Concealment, Misrepresentation or Fraud

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

1. This Coverage Part;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of direct "loss", the breach of condition does not exist.

C. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same "loss", we will not pay more than the actual amount of the "loss".

D. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within 2 years after the date on which the direct "loss" occurred.

E. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

F. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same "loss", other than that described in **1.** above, we will pay only for the amount of covered "loss" in excess of the amount due from that other insurance, whether you can collect on it or not. **However, we will not reimburse any deductible or difference between Actual Cash Value and Replacement Cost valuations.** We will not pay more than the applicable Limit of Insurance.

H. Policy Period, Coverage Territory

Under this Coverage Part:

1. We cover "loss" commencing:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

2. The coverage territory:

a. The United States of America (including its territories and possessions);

b. Puerto Rico; and

c. Canada.

I. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after direct "loss" to impair them. But you may waive your rights against another party in writing:

1. Prior to a direct "loss" to your Covered Property or Covered Income.

2. After a direct "loss" to your Covered Property or Covered Income only if, at time of direct "loss", that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you; or

c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME CHANGES - WAITING PERIOD

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Business Income and Utility Services Waiting Period

☒ 24 hours ☐ 48 hours ☐ 72 hours

A. Applicable Coverage Forms

This endorsement applies to the following coverage forms:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM,

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM,

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM; and

UTILITY SERVICES - TIME ELEMENT

B. Period of Restoration

In the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** and the **BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**;

The "period of restoration" definition in the **DEFINITIONS** Section is deleted in its entirety and replaced with the following:

"Period of restoration" means the period of time that:

a. Begins:

(1) After the number of hours selected and shown in the Schedule have passed from the time of direct physical "loss" for Business Income Coverage; or

(2) Immediately after the time of direct physical "loss" for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the "premises"; and

b. Ends on the earlier of:

(1) The date when the property at the "premises" should be repaired, rebuilt, or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

c. "Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

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

d. The expiration date of this policy will not cut short the "period of restoration".

C. Civil Authority Declaration

BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions, b. Business Income and Extra Expense, (3) Civil Authority;

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, SECTION A. COVERAGE, 5. Additional Coverages, b. Civil Authority; and

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages, b. Civil Authority;

are amended to include the following, which shall replace any language in the forms to the extent the form language conflicts with the following**:**

The Civil Authority Coverage for "Business Income" does not begin until after the number of hours shown in the Schedule have passed after the initial action of civil authority has been declared and will then apply for a period up to 30 consecutive days.

D. Utility Services - Time Element

In the **UTILITY SERVICES - TIME ELEMENT** Form:

1. **B. Coverage** is amended to include the following:

   The waiting period shown in the Schedule of this endorsement begins at the time of interruption of utility services to the described premises.

2. **G. Overhead Lines - 24 Hour Waiting Period** is amended to include the following:

   If the waiting period shown in the Schedule of this endorsement is greater than 24 hours, the 24-hour waiting period for Overhead Lines Coverage in Paragraph **G.a.(1)** is amended to that increased waiting period.

E. Miscellaneous Endorsements

Any miscellaneous endorsements with a 24-hour waiting period are amended to include the following:

If the waiting period shown in the Schedule of this endorsement is greater than 24 hours, the 24-hour waiting period for any other endorsement attached to this Coverage Part is amended to that increased waiting period.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM - ILLINOIS

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 F. DEFINITIONS.**

SECTION A. COVERAGE

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

a. "Business Income" including "Rental Value".

b. "Business Income" other than "Rental Value".

c. "Rental Value".

If option **a.** above is selected, the term "Business Income" will include "Rental Value". If option **c.** above is selected, the term "Business Income" will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

1. <u>**Business Income**</u>

a. We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct "loss" to property at "premises" which are described in the Declarations and for which a "Business Income" Limit of Insurance is shown in the Declarations. The "loss" must be caused by or result from a Covered Cause of Loss. With respect to "loss" to personal property in the open (or personal property in a vehicle or portable storage unit), the "premises" include the area within 1,000 feet of the building or 1,000 feet of the "premises", whichever distance is greater.

b. With respect to the requirements set forth in the preceding paragraph, if you are a tenant and occupy only part of the site at which the "premises" are located, for the purposes of this Coverage Part only, your "premises" is the portion of the building which you rent, lease or occupy, including:

(1) Any area within the building or on the site at which the "premises" are located if that area services or is used to gain access to the described "premises".

(2) Your personal property in the open (or in a vehicle or portable storage unit) within 1,000 feet of the building or 1,000 feet of the "premises", whichever distance is greater.

2. <u>**Extra Expense**</u>

a. Extra Expense coverage is provided at the "premises" described in the Declarations only if the Declarations show that "Business Income" coverage applies at that "premises".

b. Extra Expense means necessary expenses you sustain (as described in Paragraphs **2.c., d.** and **e.**) during the "period of restoration" that you would not have sustained if there had been no direct "loss" to property caused by or resulting from a Covered Cause of Loss.

c. If these expenses reduce the otherwise payable "Business Income" loss, we will pay expenses (other than the expense to repair or replace property as described in Paragraph **2.d**.) to:

(1) Avoid or minimize the "suspension" of business and to continue "operations" either:

(a) At the "premises"; or

(b) At replacement "premises" or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; or

(2) Minimize the "suspension" of business if you cannot continue "operations".

d. We will also pay expenses to:

(1) Repair or replace property; or

(2) Research, replace or restore the lost information on damaged "valuable papers and records";

but only to the extent this payment reduces the otherwise payable "Business Income" loss. If any property obtained for temporary use during the "period of restoration" remains after the resumption of normal "operations", the amount we will pay under this Coverage Form will be reduced by the salvage value of that property.

e. Extra Expense as described in Paragraphs **2.a.** thru **2.d.** does not apply to "loss" to Covered Property as described in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.

3. Covered Causes of Loss

See **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 3. Covered Causes of Loss.**

4. Limitation for Electronic Data

a. Coverage for "Business Income" does not apply when a "suspension" of "operations" is caused by destruction or corruption of "electronic data", or any "loss" to "electronic data", except as provided under **SECTION A. COVERAGE, 5. Additional Coverages, d. Interruption of Computer Operations**.

b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of "electronic data", or any "loss" to "electronic data", except as provided under **SECTION A. COVERAGE, 5. Additional Coverages, d. Interruption of Computer Operations**.

c. This Limitation does not apply when "loss" to "electronic data" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

5. Additional Coverages

The Additional Coverages in Paragraphs **5.a.** through **5.e.** are included within and not additional "Business Income" and Extra Expense Limits of Insurance.

a. Alterations and New Buildings

We will pay for the actual loss of "Business Income" you sustain and necessary Extra Expense you sustain due to direct "loss" at the "premises" caused by or resulting from any Covered Cause of Loss to:

(1) New buildings or structures, whether complete or under construction;

(2) Alterations or additions to existing buildings or structures; and

(3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the "premises" and:

(a) Used in the construction, alterations or additions; or

(b) Incidental to the occupancy of new buildings.

If such direct "loss" delays the start of "operations", the "period of restoration" for "Business Income" coverage will begin on the date "operations" would have begun if the direct "loss" had not occurred.

b. Civil Authority

When a Covered Cause of Loss causes direct damage to property other than Covered Property at the "premises", we will pay for the actual loss of "Business Income" you sustain and necessary Extra Expense you sustain caused by action of civil authority that prohibits access to the "premises", provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority coverage for "Business Income" will begin immediately after the time of the first action of civil authority that prohibits access to the "premises" and will apply for a period of up to 30 consecutive days from the date on which such coverage began.

Civil Authority coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the "premises" and will end 30 consecutive days after the date of that action; or when your Civil Authority coverage for "Business income" coverage ends, whichever is later.

c. Extended Business Income

(1) "Business Income" Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a "Business Income" loss payable under this Coverage Part, we will pay for the actual loss of "Business Income" you sustain during the period that:

(a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "operations", with reasonable speed, to the level which would generate the "Business Income" amount that would have existed if no direct "loss" had occurred; or

(ii) 60 consecutive days after the date determined in **c.(1)(a)** above.

However, Extended Business Income does not apply to loss of "Business Income" sustained as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the "premises" are located.

Loss of "Business Income" must be caused by direct "loss" at the "premises" caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this Coverage Part, we will pay for the actual loss of "Rental Value" you sustain during the period that:

(a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

(b) Ends on the earlier of:

(i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct "loss" had occurred; or

(ii) 60 consecutive days after the date determined in **c.(2)(a)** above.

However, Extended Business Income does not apply to loss of "Rental Value" sustained as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the "premises" are located.

Loss of "Rental Value" must be caused by direct "loss" at the described "premises" caused by or resulting from any Covered Cause of Loss.

d. Interruption of Computer Operations

(1) Subject to all provisions of this Additional Coverage - **Interruption of Computer Operations**, you may extend the insurance that applies to "Business Income" and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss. This Additional Coverage - **Interruption of Computer Operations** does not apply when loss to "electronic data" only involves loss to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

(2) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage - **Interruption of Computer Operations** is $2,500 for all loss sustained and expense sustained in any "coverage term", regardless of the number of interruptions or the number of "premises", locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained as a result of subsequent interruptions in that "coverage term". A balance remaining at the end of a "coverage term" does not increase the amount of insurance in the next "coverage term". With respect to any interruption which begins in one "coverage term" and continues or results in additional loss or expense in that subsequent "coverage term", all loss and expense is deemed to be sustained in the "coverage term" in which the interruption began.

(4) This Additional Coverage - **Interruption in Computer Operations** does not apply to loss sustained or expense sustained after the end of the "period of restoration", even if the amount of insurance stated in Paragraph **d.(3)** of this Additional Coverage has not been exhausted.

e. Ingress and Egress

We will pay for the actual loss of "Business Income" you sustain and necessary Extra Expense you sustain caused by the prevention of existing ingress or egress at a "premises" shown in the Declarations due to direct "loss" by a Covered Cause of Loss at a location contiguous to such "premises". However, coverage does not apply if ingress or egress from the "premises" is prohibited by civil authority.

Ingress and egress coverage for "Business Income" will begin immediately after the time of the direct "loss" and will continue for a period up to 30 consecutive days.

Ingress and egress coverage for Extra Expense will begin at time of the direct "loss" and will continue for 30 consecutive days or whenever your Ingress and Egress "business income" coverage ends, whichever occurs first.

6. <u>Coverage Extension</u>

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance. **SECTION D. ADDITIONAL CONDITION, 1. Coinsurance** does not apply to this Coverage Extension.

<u>Newly Purchased or Leased Locations</u>

a. You may extend your "Business Income" and Extra Expense coverages to apply to property located at:

(1) New buildings or additions while being built on a "premises";

(2) Buildings you newly purchase or become required to insure by written contract; or

(3) Leased buildings or space therein that you are not required to insure. Such lease must be for a period of 12 consecutive months or longer.

This does not apply to property situated at trade shows, fairs or exhibitions.

b. The most we will pay in total for "Business Income" and Extra Expense loss under this Coverage Extension is $100,000 at each location described in Paragraph **6.a.**

c. Insurance under this Coverage Extension will end when any of the following first occurs:

(1) This policy expires;

(2) 90 days pass from the date you begin construction on that part of the building that would qualify as Covered Property;

(3) 90 days pass from the date you purchase, lease, or become contractually required to insure property described in Paragraphs **6.a.(2)** and **(3)**; or

(4) You report values to us when you acquire your new building or business personal property.

We will charge you additional premium for values reported from the date you purchase or lease the property or begin construction on that part of the building that would qualify as Covered Property.

SECTION B. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

SECTION C. LOSS CONDITIONS

The following conditions apply in addition to the **COMMON POLICY CONDITIONS** and the **COMMERCIAL PROPERTY CONDITIONS.**

1. Appraisal

If we and you disagree on the amount of "Business Income" or Extra Expense loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of "Business Income" or Extra

Expense loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding, however you retain the right to file suit against us. Each party will:

a. Pay its chosen appraiser; and

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

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

2. <u>Duties in the Event of Loss</u>

a. You must see that the following are done in the event you have a "Business Income" or Extra Expense loss:

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the direct "loss". Include a description of the property involved.

(3) As soon as possible, give us a description of how, when, and where the direct "loss" occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) As often as may be reasonably required, permit us to inspect the property proving the loss and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(7) Cooperate with us in the investigation or settlement of the claim.

(8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. <u>Loss Determination</u>

a. The amount of "Business Income" loss will be determined based on:

(1) The Net Income of the business before the direct "loss" occurred;

(2) The likely Net Income of the business if no direct "loss" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct "loss"; and

(4) Other relevant sources of information, including:

(a) Your financial records and accounting procedures;

(b) Bills, invoices and other vouchers; and

(c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

(1) All expenses that exceed the normal operating expenses that would have been sustained by "operations" during the "period of restoration" if no direct "loss" had occurred. We will deduct from the total of such expenses:

(a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(2) Necessary expenses that reduce the "Business Income" loss that otherwise would have been incurred.

c. Resumption of Operations

We will reduce the amount of your:

(1) "Business Income" loss, other than Extra Expense to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the "premises" or elsewhere.

(2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for insured loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

a. We have reached agreement with you on the amount of "loss"; or

b. An appraisal award has been made.

SECTION D. ADDITIONAL CONDITION

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the **COMMON POLICY CONDITIONS** and the **COMMERCIAL PROPERTY CONDITIONS.**

We will not pay the full amount of any "Business Income" loss if the Limit of Insurance for "Business Income" is less than:

a. The Coinsurance percentage shown for "Business Income" in the Declarations; times

b. The sum of:

(1) The Net Income (Net Profit or Loss before income taxes), and

(2) Operating expenses, including payroll expenses,

that would have been earned or incurred (had no direct "loss" occurred) by your "operations" at the "premises" for the 12 months following the inception, or last previous anniversary date, of this Coverage Part (whichever is later).

Instead, we will determine the most we will pay using the following steps:

1. Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this Coverage Part by the Coinsurance percentage;

2. Divide the Limit of Insurance for the described "premises" by the figure determined in Step **1.**; and

3. Multiply the total amount of loss by the figure determined in Step **2.**

We will pay the amount determined in Step **3.** or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

1. Prepaid freight - outgoing;

2. Returns and allowances;

3. Discounts;

4. Bad debts;

5. Collection expenses;

6. Cost of raw stock and factory supplies consumed (including transportation charges);

7. Cost of merchandise sold (including transportation charges);

8. Cost of other supplies consumed (including transportation charges);

9. Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;

10. Power, heat and refrigeration expenses that do not continue under contract (if Form **CP 15 11** is attached);

11. All payroll expenses or the amount of payroll expense excluded (if Form **FA 465** is attached); and

12. Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example No. 1 (Underinsurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date of this Coverage Part at "premises" would have been $400,000.

The Coinsurance percentage is	50%
The Limit of Insurance Is	$150,000
"Business Income" loss is	$80,000

Step 1:	$400,000 X 50% = $200,000 (the minimum amount of insurance to meet your Coinsurance requirements)
Step 2:	$150,000 ÷ $200,000 = .75
Step 3:	$ 80,000 X .75 = $60,000

We will pay no more than $60,000. The remaining $20,000 is not covered.

Example No. 2 (Adequate Insurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date of this Coverage Part at the "premises" would have been $400,000.

The Coinsurance percentage is	50%
The Limit of Insurance Is	$200,000
"Business Income" loss is	$80,000

The minimum amount of insurance to meet your Coinsurance requirement is $200,000 ($400,000 x 50%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than $80,000 (amount of "loss").

This condition does not apply to Extra Expense.

SECTION E. OPTIONAL COVERAGES

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. **Maximum Period of Indemnity**

a. **SECTION D. ADDITIONAL CONDITIONS, 1. Coinsurance** does not apply to this Coverage Part at the "premises" to which this Optional Coverage applies.

b. The most we will pay in total for "Business Income" and Extra Expense loss is the lesser of:

(1) The amount of "Business Income" and Extra Expense loss sustained during the 120 days immediately following the beginning of the "period of restoration"; or

(2) The Limit of Insurance shown in the Declarations.

2. **Monthly Limit of Indemnity**

a. **SECTION D. ADDITIONAL CONDITIONS, 1. Coinsurance** does not apply to this Coverage Part at the "premises" to which this Optional Coverage applies.

b. The most we will pay for "Business Income" loss in each period of 30 consecutive days after the beginning of the "period of restoration" is:

(1) The Limit of Insurance; multiplied by

(2) The fraction shown in the Declarations for this Optional Coverage.

Example:

When: The "Business Income" Limit of Insurance is $120,000

The fraction shown in the Declarations for this Optional Coverage is 1/4

The most we will pay for loss in each period of 30 consecutive days is: $120,000 X 1/4 = $30,000.

If, in this example, the actual amount of "Business Income" loss is:

Days	1-30	$40,000
Days	31-60	20,000
Days	61-90	30,000
		$90,000

We will pay:

Days	1-30	$30,000
Days	31-60	20,000
Days	61-90	30,000
		$80,000

The remaining $10,000 is not covered.

3. **Business Income Agreed Value**

a. To activate this Optional Coverage:

(1) A Business Income Report/Work Sheet must be on file with the Company and must show financial data for your "operations":

(a) During the 12 months prior to the date of the Work Sheet; and

(b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

(2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies. The "Business Income" Limit of Insurance indicated on the Declarations should be at least equal to the Agreed Value, which is determined by:

(a) The Coinsurance percentage shown in the Declarations; multiplied by

(b) The amount of Net Income and Operating Expenses for the following 12 months you report on the Work Sheet.

b. Except as noted in **c.** below, the **ADDITIONAL CONDITION Coinsurance** is suspended until the expiration date of this Coverage Part.

c. We will reinstate the **ADDITIONAL CONDITION Coinsurance** automatically if you do not submit a new Work Sheet and Agreed Value:

(1) When you request a change in your "Business Income" Limit of Insurance; or

(2) When you request the coinsurance percentage be changed on the Work Sheet.

d. If the "Business Income" Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

(1) The "Business Income" Limit of Insurance; divided by

(2) The Agreed Value.

Example:

When: The Limit of Insurance is $100,000

The Agreed Value is $200,000

"Business Income" loss is $80,000

Step (a): $100,000 ÷ $200,000 = .50

Step (b): .50 X $80,000 = $40,000

We will pay $40,000. The remaining $40,000 is not covered.

4. <u>Extended Period of Indemnity</u>

In **SECTION A. COVERAGE, 5. Additional Coverages, c. Extended Business Income**, the number "60" in Subparagraphs **(1)(b)** and **(2)(b)** is replaced by the number shown in the Declarations for this Optional Coverage.

SECTION F. DEFINITIONS

1. "Business Income" means the:

a. Net income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

b. Continuing normal operating expenses sustained, including payroll.

2. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 A.M. standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 A.M. standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

4. "Electronic data" means information, facts or "computer programs" stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.

5. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a coinsurance percentage shown for "Business Income" in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the "premises" of any retail outlet insured under this Coverage Part.

6 "Loss" means accidental physical loss or accidental physical damage.

7. "Operations" means:

   a. Your business activities occurring at the "premises"; and

   b. The tenantability of the "premises", if coverage for "Business Income" including "Rental Value" or "Rental Value" applies.

8. "Period of restoration" means the period of time that:

   a. Begins at the time of direct "loss".

   b. Ends on the earlier of:

      (1) The date when the property at the "premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

      (2) The date when business is resumed at a new permanent location.

   c. "Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

      (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

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

   d. The expiration date of the Coverage Part will not cut short the "period of restoration".

9. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, asbestos, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property, or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

   a. You are regularly or otherwise engaged in activities which taint or degrade the environment; or

   b. You use, generate or produce the "pollutant".

10. "Premises" means the Locations and Buildings described in the Declarations.

11. "Rental Value" means "Business Income" that consists of:

   a. Net income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the "premises" described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the "premises" which is occupied by you; and

   b. Continuing normal operating expenses incurred in connection with that "premises", including:

      (1) Payroll; and

      (2) The amount of charges, which are the legal obligation of the tenant(s) but would otherwise be your obligations.

12. "Suspension" means:

   a. The slowdown or cessation of your business activities; and

   b. That a part or all of the "premises" is rendered untenantable if coverage for "Business Income" including "Rental Value" or "Rental Value" applies.

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, card index systems, deeds, drawings, films, maps, mortgages, or proprietary information. But "valuable papers and records" does not mean "money" or "securities" or "electronic data", including the materials on which the "electronic data" is recorded.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **EPP 076 65 11**

Named Insured is the same as it appears in the Common Policy Dedarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$ **1,000,000**	
GENERAL AGGREGATE LIMIT	$ **2,000,000**	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ **2,000,000**	
PERSONAL & ADVERTISING INJURY LIMIT	$ **1,000,000**	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT $100,000 limit unless otherwise indicated herein:	$ **SEE GA210IL**	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT $5,000 limit unless otherwise indicated herein:	$ **SEE GA210IL**	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - IL **BUILDINGS OR PREMISES LRO - OT NFP**	**61212**	**A 10,376**	**INCL**	**144.231**	**INCL**	**1,497**
BROADENED COVERAGE	**20291**			**2.5%**		**150 MP**

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM $ **1,647**

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2106	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA210IL	06/23	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - ILLINOIS
GA3012IL	09/20	ILLINOIS COMMUNICABLE DISEASE EXCLUSION
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	06/23	EXCLUSION - CYBER LIABILITY
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533IL	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT - ILLINOIS
GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

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

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any 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"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(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.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any 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"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(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.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. 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, 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 until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. 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 party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) 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;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "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".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** 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":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) 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.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.

19. "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.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2.**, **Exclusions** of Section **I - Coverage A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

B. The following exclusion is added to Paragraph **2.**, **Exclusions** of Section **I - Coverage B - Personal and Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): **EACH LOCATION OWNED, RENTED OR LEASED TO OR BY THE NAMED INSURED**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ ______________

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any “employee” authorized by you to give or receive notice of a claim or “suit”:

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(k) Cyber

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1) "Computer attack";

2) "Network security incident";

3) "Privacy violation"; or

4) Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

(3) Supplementary Payments

Section **I -** Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.**and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse, or party to a civil union recognized under Illinois law, are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses, or parties to a civil union recognized under Illinois law, are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) 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, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B**. Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Biometric information" means any:

a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or

b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

4. "Computer attack" means:

a. Unauthorized access or authorized access for an unauthorized purpose;

b. A "malware attack"; or

c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

   a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

   b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

   c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

   d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

8. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

9. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

   a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;

   b. The abetting of a "denial of service attack" against one or more other systems;

   c. The loss, release or disclosure of data;

   d. The inability to access a computer system;

   e. The unauthorized access to a computer system.

10. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

   a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or

b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

11. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".

12. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III -** Limits Of Insurance.

b. The insurance provided under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability, **2**. Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III -** Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A -** Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. 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;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV -** Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II -** Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a "communicable disease".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable disease";

b. Testing for a "communicable disease";

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a "communicable disease".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable disease";

b. Testing for a "communicable disease";

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

C. The following definition is added to **SECTION V – DEFINITIONS:**

"Communicable disease" means any infectious or contagious disease, illness or condition that can be transmitted from:

a. Person to person;

b. Animal (including insect) to person; or

c. Animal to animal (including insect),

Directly or indirectly, including but not limited to the following and any variant(s) thereof:

(1) Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV)

(2) Human T-Cell Lymphotropic Virus (HTVL) of any form or type;

(3) Any hepatitis virus;

(4) Severe Acute Respiratory Syndrome (SARS);

(5) Sexually transmitted disease, including but not limited to candida, chlamydia, genital warts, gonorrhea, hepatitis, herpes, scabies, syphilis, or trichomoniasis;

(6) Zika virus;

(7) Norovirus;

(8) Coronavirus;

(9) Any of the Ebola virus species;

(10) Creutzfeldt-Jakob disease or New Variant Creutzfeldt-Jakob disease;

(11) Shigellosis or diphtheria;

(12) Methicillin-Resistant Staphylococcus Aureus (MRSA); or

(13) Impetigo, Lice, Ringworm, Tineas pedis (athlete's foot) or Schistosome cercarial dermatitis (Swimmer's itch).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CYBER LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1. "Computer attack";

2. "Network security incident";

3. "Privacy violation"; or

4. Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

B. The following are added to **Section V – Definitions**:

1. "Biometric information" means any:

a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or

b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

2. "Computer attack" means:

a. Unauthorized access or authorized access for an unauthorized purpose;

b. A "malware attack"; or

c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

3. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

4. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

5. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;

b. The abetting of a "denial of service attack" against one or more other systems;

c. The loss, release or disclosure of data;

d. The inability to access a computer system;

e. The unauthorized access to a computer system.

6. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or

b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

7. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".

8. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - POLLUTANT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section V - Definitions, "Pollutants" is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum byproducts, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutants".

COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT TABLE OF CONTENTS - ILLINOIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following does not apply to "your work" performed for the person(s) or organization(s) shown in the Schedule.

A. Known Injury Or Damage Provision

Section I - Coverage A - Bodily Injury And Property Damage Liability, 1. Insuring Agreement, b.(3) and **c.** are replaced by the following:

(3) Prior to the "coverage term", no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the "coverage term".

c. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".

B. Expected Or Intended Injury

If the Expected Or Intended Injury exclusion is not otherwise modified by any endorsement to this Coverage Part, Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

C. Contractual Liability

If the Contractual Liability exclusion under Coverage **A** or Coverage **B** is not otherwise modified by any endorsement to this Coverage Part, **1. - 4.** below applies:

1. Paragraph **b.(2)** under exclusion **2.b. Contractual Liability, Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

(2) 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. Solely for the purposes of liability assumed in an "insured contract", when a claim or "suit" for "bodily injury" or "property damage" is made, we will defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense, provided:

(a) The obligation to defend, or the cost of the defense of, such persons or organizations, has been assumed by the insured in the same "insured contract";

(b) The claim or "suit" against such persons or organizations giving rise to the defense obligation seeks damages for which the insured has assumed the liability of such persons or organizations in the same "insured contract";

(c) This insurance applies to such liability assumed by the insured; and

(d) We have not used up the applicable limit of insurance.

Such defense payments will not reduce the limits of insurance.

Our obligation to defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense ends when the terms of the "insured contract" no longer require such defense.

2. Exclusion **2.e. Contractual Liability** under **Section I - Coverage B - Personal And Advertising Injury Liability,** is replaced by the following:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", when a claim or "suit" for "personal and advertising injury" is made, we will defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense, provided:

(a) The obligation to defend, or the cost of the defense of, such persons or organizations, has been assumed by the insured in the same "insured contract";

(b) The claim or "suit" against such persons or organizations giving rise to the defense obligation seeks damages for which the insured has assumed the liability of such persons or organizations in the same "insured contract";

(c) This insurance applies to such liability assumed by the insured; and

(d) We have not used up the applicable limit of insurance.

Such defense payments will not reduce the limits of insurance.

Our obligation to defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense ends when the terms of the "insured contract" no longer require such defense.

3. Paragraph **2.** under **Supplementary Payments - Coverages A and B** is deleted.

4. Paragraph **9.f.** of the definition of "Insured contract" under **Section V - Definitions** is replaced by the following:

f. 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 party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" 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;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of websites and web banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

D. Pollution

If the Pollution exclusion under Coverage **A** is not otherwise modified by any endorsement to this Coverage Part, the following applies:

1. Subparagraph **f.(1)(a)(i)** of Exclusion **2.f. Pollution** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

(i) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

1) The injury is caused by the inadequate ventilation of vapors;

2) The person injured is first exposed to such vapors during the "coverage term"; and

3) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **3)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **(i)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **(i)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2. Subparagraph **f.(1)(d)(i)** of Exclusion **2.f. Pollution** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

(i) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, escape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed or released from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed or released with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

E. Aircraft, Auto Or Watercraft

Paragraph **(2)(a)** of Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

(a) Less than 51 feet long; and

F. Damage To Premises Rented To You

If Damage To Premises Rented To You under Coverage **A** is not otherwise modified on this Coverage Part, **1. - 5.** below applies:

1. The first exception (Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply...) to Exclusion **2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

2. The last paragraph (Exclusions **c.** through **n.** do not apply…) of Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

3. Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **9.a.** of the definition of "Insured contract" under **Section V - Definitions** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph **4.b.(1)(a)(ii)** of Condition **4. Other Insurance** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

(ii) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

G. Medical Payments

If **Section I - Coverage C - Medical Payments** is not otherwise excluded by any endorsement to this Coverage Part, Paragraph **1. Insuring Agreement, a.(b) of Coverage C - Medical Payments** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

H. The following are added to **Section IV - Commercial General Liability Conditions**:

1. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

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

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

I. Excess Wrap Up

Section IV - Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance, **(1)** is amended to add the following:

(c) Any other insurance:

(i) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(ii) That is wrap-up insurance on which you are an enrolled contractor. As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

J. Advertisement Definition

The definition of "Advertisement" under **Section V - Definitions** is replaced by the following:

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

K. Coverage Term Definition

1. Adding the following definition under **Section V - Definitions:**

"Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

2. Exclusion **2.c. Material Published Prior To Policy Period** under **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

c. Material Published Prior To Coverage Term

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

3. The last paragraph of **Section III - Limits Of Insurance** is replaced by the following:

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

L. Leased Worker Definition

The definition of "Leased worker" under **Section V - Definitions** is replaced by the following:

"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" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

M. Suit Definition

The definition of "Suit" under **Section V - Definitions** is amended by the adding the following:

c. An appeal of a civil proceeding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.q.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA) or any similar state, local or foreign law, including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion **2.p.** of **Section I - Coverage B - Personal And Advertising Injury Liability** is deleted in its entirety and replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA) or any similar state, local or foreign law, including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE
Attached to and forming part of POLICY NUMBER: **EBA 076 65 11**
Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO **SCHEDULE OF COVERAGES AND COVERED AUTOS**
This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	**8, 9**	$ **1,000,000**	**INCL**
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus $ Ded.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus $ Ded for each accident	
AUTO. MEDICAL PAYMENTS		$	
UNINSURED MOTORISTS	**8, 9**	$ **SEE AA4183**	**INCL**
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	**8, 9**	$ **SEE AA4183**	**INCL**
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		Actual cash value or cost of repair, Whichever is less minus $ Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus $ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE		Actual cash value or cost of repair, Whichever is less minus $ Ded for each covered auto. See Item Three for hired or borrowed "autos".	
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS			
		*ESTIMATED TOTAL PREMIUM	**INCL**

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4183 **02/06** **AUTOMOBILE SCHEDULE**
AA101 **01/24** **BUSINESS AUTO COVERAGE FORM**
AA2009 **01/17** **CHANGES - TOWING AND LABOR**
AA296 **07/12** **CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA332	**01/24**	**PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION**
AA4044IL	**01/15**	**ILLINOIS UNINSURED MOTORISTS COVERAGE**
AA4045IL	**11/08**	**ILLINOIS UNDERINSURED MOTORISTS COVERAGE**
AA4136IL	**01/24**	**ILLINOIS CHANGES**
AA4168IL	**01/23**	**UNINSURED/UNDERINSURED MOTORISTS PROTECTION OPTION SELECTION/REJECTION FORM - ILLINOIS**
AA4263IL	**04/10**	**OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT**
AA4401IL	**01/24**	**BUSINESS AUTO AMENDATORY ENDORSEMENT - ILLINOIS**
AA4403IL	**01/24**	**ILLINOIS CHANGES - RACING EXCLUSION**
CA0270	**08/94**	**ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL**

* This policy may be subject to final audit

QUICK REFERENCE
COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM
READ YOUR POLICY CAREFULLY

AUTOMOBILE SCHEDULE

ITEM THREE

Attached to and forming a part of Policy Number **EBA 076 65 11** , effective **12-31-2025**
The insurance afforded for any automobile is only with respects to such and so many of the coverages as are indicated by specific premium charge or charges indicated.

POLICY LIMITS
State: **IL**

Bodily Injury:	**1,000,000 CSL**	Property Damage:	**INCLUDED**
UM	**1,000,000**	**UIM**	**1,000,000**

Veh. No.	Vehicle Information		Class:	Territory
	HIRED AND NON-OWNED			
	OTC-COMP DED: N/A	Coll Ded: **N/A**		

BI	PD	MP	OTC	COLL	UM	**TOTAL**
96	**INCL**	**N/A**			**33**	**129**

SYMBOLS:

BI	-- Bodily Injury	SPEC	-- Specified Perils
PD	-- Property Damage	COLL	-- Collision
MP	-- Medical Payments	UM	-- Uninsured Motorists
OTC	-- Other Than Collision (ACV Coverage applies unless Stated Amount Value is indicated)	UIM	-- Underinsured Motorists
		PIP	-- Personal Injury Protection
CAC	-- Combined Additional Coverage	T&L	-- Towing and Labor Costs
FT&S	-- Fire, Theft, and Supplemental	RR	-- Rental Reimbursement

BUSINESS AUTO COVERAGE FORM

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BUSINESS AUTO COVERAGE FORM

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 of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos 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 Covered Autos 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 Covered Autos 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	Non-owned "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.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in **ITEM TWO** of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in **ITEM TWO** of the Declarations, an "auto" you acquire after the policy period begins 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.

3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 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 - COVERED AUTOS 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 Covered Autos 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

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 court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(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.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

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

(1) Increase the Limit of Insurance for Covered Autos 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:

a. 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; or

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

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:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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 Paragraph **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; or

(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:

(a) 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

(b) 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" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. 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

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

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 Covered Autos 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 and Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck 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 $30 per day, to a maximum of $900, 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 expenses 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 indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicates that

Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $900.

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" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

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-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

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

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

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

C. Limits of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

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

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

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 prior to the application of the Limit Of Insurance, provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

a. Theft or mischief or vandalism; or

b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

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 Covered Autos 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 conceals or misrepresents 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 Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(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 Covered Autos 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:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere else in the world if 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,

provided that 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 applies 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:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" 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 that any "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"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing 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"; 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 Paragraph **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:

(a) 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

(b) 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; or

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, roadbeds, tunnel, underpass or crossing;

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 Paragraph **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; or

6. Vehicles not described in Paragraph **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. 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.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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.

Q. "Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - TOWING AND LABOR

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety and replaced with:

   2. **Towing**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

1. SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 4. is deleted in its entirety and replaced with:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or 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-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

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

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1. is deleted in its entirety and replaced with:

1. The most we will pay for:

a. "Loss" to any covered "auto" is the lesser of;

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss", is up to $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **b.1.** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

3. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

The sub-limit in Paragraph **1.b.** above is in addition to the Limit of Insurance shown in the Schedule of the Audio, Visual and Data Equipment Coverage endorsement, if purchased.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION

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 Liability Coverage

The following exclusion is added:

Public or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

B. Changes in Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

C. Changes in Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public or Livery Passenger Conveyance

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

D. Changes in Uninsured and/or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.

b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

2. Public or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

E. Changes in Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.

b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

2. Public or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto". However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.

2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNINSURED MOTORISTS COVERAGE

Throughout this endorsement "you" and "your" refer to the organization(s) and a natural person(s) shown as a Named Insured on this endorsement. "You" and "your" do not refer to any other person(s) or organization(s), including but not limited to agents, employees, servants, members, shareholders or independent contractors of any person or organization shown as a Named Insured on this endorsement.

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

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the Coverage Form effective on the effective date of the Coverage Form unless another date is indicated below.

Endorsement Effective: 12-31-2025	Policy Number: EBA 076 65 11
Named Insured: 1100 E 31ST LLC	

SCHEDULE

Limit of Insurance	
$ **REFER TO AA4183**	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 operator of:

a. An "uninsured motor vehicle" as defined in Paragraph **F.4.a.** and **b.** because of "bodily injury":

(1) Sustained by the "insured"; and

(2) Cause by an "accident".

b. An "uninsured motor vehicle" as defined in Paragraph **F.4.c.** because of "bodily injury" sustained by the "insured".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle". The "insured" shall be required to prove all elements of the "insured's" claim that are necessary to recover from the owner or operator of the "uninsured motor vehicle".

2. We will pay under this endorsement only if the limits of insurance under all applicable liability bonds or policies have been partially or fully exhausted by payment of judgments or settlements.

3. Any judgment for damages arising out of a "suit" brought without our written consent to both the "suit" and the judgment is not binding on us.

B. Who is an Insured

The following are "insureds":

1. If any natural persons are specifically listed as a Named Insured on this endorsement, the following persons are "insureds":

a. Natural persons specifically listed as a Named Insured on this endorsement;

b. "Family members" of natural persons specifically listed as a Named Insured on this endorsement;

c. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction; and

d. Any natural person, but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraphs **B.1.a., b.** or **c.**

2. If an entity other than a natural person is listed as a Named Insured on this endorsement, and no natural persons are listed as a Named Insured in the endorsement, the following persons are "insureds":

a. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction.

b. Any natural person is an "insured", but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraph **B.2.a.**

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the person(s) or organization(s) legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s) without our consent.

2. The direct or indirect benefit of any insurer or self-insurer under any personal injury protection benefits, workers' compensation, disability benefits, pension statutes or similar laws.

3. "Bodily injury" sustained by an "insured" while the "insured" is operating, or "occupying" a "motor vehicle" owned by, furnished to, or available for the regular use of a Named Insured or, if the Named Insured is a natural person, a spouse, or a resident relative of such Named Insured, if the "motor vehicle" is not specifically identified in the Coverage Form or is not a newly acquired or replacement "motor vehicle" covered under the terms of the Coverage Form.

4. "Bodily injury" suffered by any person while operating or "occupying" a "motor vehicle" without reasonable belief that he or she is entitled to do so.

5. Punitive or exemplary damages.

D. Limit of Insurance

1. Regardless of the number of policies, covered "autos", "insureds", premiums paid, claims-made or vehicles involved in the "accident", the most we will pay for all damages, including, but not as a separate claim, damages claimed by any person or organization for care, loss of services, or death due to and arising out of any one "accident" is the limit of **Uninsured Motorists Coverage** shown in the Schedule or the Declarations.

We will apply the limit shown in the schedule or the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

a. $25,000 for "bodily injury" to any one person due to and arising out of any one "accident", and

b. $50,000 for "bodily injury" to two or more persons due to and arising out of any one "accident".

This provision will not change our total limit of insurance.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and any Liability Coverage Form.

We will not make a duplicate payment under this endorsement for any element of "loss" for which payment has been made by or for anyone who is legally liable.

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 personal injury protection benefits, workers' compensation, disability benefits, pension statutes or similar laws, including medical payments made under any statute.

3. The limit of insurance provided in this endorsement shall be reduced by all sums available for payment to the "insured" for "bodily injury" under all liability bonds or policies covering persons or organizations legally liable for the "accident".

E. Changes in Conditions

The **Conditions** for **Illinois Uninsured Motorists Coverage** are changed as follows:

1. With respect to an "uninsured motor vehicle", the **Other Insurance Condition** in the Business Auto and Garage Coverage Forms and **Other Insurance Primary and Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance. We will pay only the amount by which the limit of insurance for this coverage exceeds the limits of such other insurance.

c. If the coverage under this endorsement is provided:

(1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

2. Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

a. You or any other involved "insured" must promptly notify the police if a hit-and-run driver is involved;

b. You or any other involved "insured" must promptly send us copies of the legal papers if a "suit" is brought; and

c. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes, but is not limited to, identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provide coverage.

3. Transfer of Rights of Recovery Against Others to Us does not apply.

4. The following **Condition** is added:

Reimbursement And Trust

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.

5. Legal Action Against Us is replaced by the following:

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against us for the recovery of any claim under the provisions of the Uninsured Motorists Coverage of this Coverage Form unless the "insured" has satisfied all of the things that "insured" is required to do under the terms and conditions of this endorsement. Any claim or "suit" for Uninsured Motorists Coverage must be brought within two (2) years of the date of the "accident" causing the "bodily injury" or one (1) year after the date the liability insurer of the "uninsured motor vehicle" becomes insolvent, whichever is later. Our subrogation rights also must not be prejudiced.

6. The following **Condition** is added:

Arbitration

a. If we and an "insured" do not agree:

(1) Whether that person is legally entitled to recover damages from a party responsible for the "accident"; or

(2) As to the amount of damages that may be recovered;

the matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

The "insured" and we must mutually agree to arbitrate the disagreements. If the "insured" and we do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 45 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

(1) Pay the expenses it incurs; and

(2) 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. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for "bodily injury" liability specified by the Illinois Safety Responsibility Law, then the rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to the amount of damages not exceeding the lesser of either:

(1) $75,000 for "bodily injury" to any one person/$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or

(2) The Limit of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a natural person who is related to and is a resident of the same household as a natural person shown as a Named Insured on this endorsement. Such relation may be by blood, marriage or adoption and may include a ward or foster child.

2. "Motor vehicle" means a self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck, semi-tractor, motorcycle and bus. "Motor vehicle" also includes a motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land "motor vehicle" or "trailer":

a. For which no liability bond or policy applies at the time of an "accident".

b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or similar coverage.

However, "uninsured motor vehicle" does not include any "motor 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 cannot provide the amounts required by that motor vehicle law.

b. Owned by any governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

d. Owned by or furnished or available for your regular use or that of any "family member" or any other "insured".

e. For which liability coverage is afforded under this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNDERINSURED MOTORISTS COVERAGE

Throughout this endorsement "you" and "your" refer to the organization(s) and a natural person(s) shown as a Named Insured on this endorsement. "You" and "your" do not refer to any other person(s) or organization(s), including but not limited to agents, employees, servants, members, shareholders or independent contractors of any person or organization shown as a Named insured on this endorsement.

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

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the Coverage Form effective on the effective date of the Coverage Form unless another date is indicated below.

Endorsement Effective: 12-31-2025	Policy Number: EBA 076 65 11
Named Insured: 1100 E 31ST LLC	

SCHEDULE

Limit of Liability	
$ REFER TO AA4183	Each Accident

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

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle". The "insured" shall be required to prove all elements of the "insured's" claim that are necessary to recover from the owner or operator of the "underinsured" motor vehicle".

2. We will pay under this endorsement only if **a.** or **b.** below applies:

a. The limits of insurance under all applicable liability bonds or policies have been partially or fully exhausted by payment of judgments or settlements; or

b. A "tentative settlement" has been made between an "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer and legal representative of such person(s) or organization(s) and we:

(1) Have been given a prompt written notice of such settlement and advance payment to the "insured" equal to the "tentative settlement" within 30 days after receipt of notification; or

(2) We and an "insured" have reached a "settlement agreement".

3. Any judgment for damages arising out of a "suit" brought without our written consent to both the "suit" and the judgment is not binding on us.

B. Who is an Insured

The following are "insureds":

1. If any natural persons are specifically listed as a Named Insured on this endorsement, the following persons are "insureds":

a. Natural persons specifically listed as a Named Insured on this endorsement;

b. "Family members" of natural persons specifically listed as a Named Insured on this endorsement;

c. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction; and

d. Any natural person, but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraphs **B.1.a., b.** or **c.**

2. If an entity other than a natural person is listed as the Named Insured on this endorsement, and no natural persons are listed as Named Insureds in the Declarations, the following persons are "insureds":

a. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction.

b. Any natural person is an "insured", but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraph **B.2.a.**

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the person(s) or organization(s) legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s) without our consent.

2. The direct or indirect benefit of any insurer under any personal injury protection, workers' compensation, disability benefits, pension statutes or similar law.

3. "Bodily injury" sustained by an "insured" while the "insured" is operating or "occupying" a "motor vehicle" owned by, furnished to, or available for the regular use of a Named Insured or, if the Named Insured is a natural person, a spouse or a resident relative of such Named Insured, if the "motor vehicle" is not specifically identified in the Coverage Form or is not a newly acquired or replacement "motor vehicle" covered under the terms of the Coverage Form.

4. "Bodily injury" suffered by any person while operating or "occupying" a "motor vehicle" without reasonable belief that he or she is entitled to do so.

5. Punitive or exemplary damages.

D. Limit of Insurance

1. Regardless of the number of policies, covered "autos", "insureds", premiums paid, claims-made or vehicles involved in the "accident", the most we will pay for all damages, including, but not as a separate claim, damages claimed by any person or organization for care, loss of services, or death due to and arising out of any one "accident" is the limit of **Underinsured Motorists Coverage** shown in the Schedule or the Declarations.

2. Except in the event of a "settlement agreement", the limit of insurance provided in this endorsement shall be reduced by all sums available for payment:

a. To the "insured" for "bodily injury' under all liability bonds or policies covering persons or organizations legally liable for the "accident".

b. Under any automobile medical payments coverage. However, the limit of insurance provided in this endorsement shall not be reduced by any sums paid or payable under Social Security disability benefits.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and any Liability Coverage Form.

We will not make duplicate payment under this endorsement for element of "loss" for which payment has been made by or for anyone who is legally liable.

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 personal injury protection, workers' compensation, disability benefits, pension statutes or similar law, including medical payments made under any statute

3. In the event of a "settlement agreement", the maximum limit of insurance provided in this endorsement shall be the amount by which the limit of insurance provided in this endorsement exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

E. Changes in Conditions

The **Conditions** for **Illinois Underinsured Motorists Coverage** are changed as follows:

1. With respect to an "underinsured motor vehicle", the **Other Insurance Condition** in the Business Auto and Garage Coverage Forms and **Other Insurance Primary and Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible underinsured motorists insurance. We will pay only the amount by which the limit of insurance for this coverage exceeds the limits of such other insurance.

c. If the coverage under this endorsement is provided:

(1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

2. Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

a. A person seeking Underinsured Motorists Coverage must promptly notify us in writing of a "tentative settlement" between the "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s) and allow us 30 days to advance payment to that "insured" in an amount equal to the "tentative settlement" to preserve our rights against the person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s).

b. File "suit" against the person(s) or organization(s) who may be legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s), prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us notice in writing of a "tentative settlement" between the "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s) and allowing us 30 days to advance payment to that "insured" in an amount equal to that settlement to preserve our rights against the person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s);

c. You or any other involved "insured" must promptly send us copies of the legal papers if a "suit" is brought; and

d. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes, but is not limited to, identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provide coverage.

3. The following is added to **Transfer of Rights of Recovery Against Others to Us:**

Transfer of Rights of Recovery Against Others to Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

a. Have been given prompt written notice of a "tentative settlement" between an "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s); and

b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

b. We also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

4. The following **Condition** is added:

Reimbursement And Trust

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.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. **Legal Action Against Us** is replaced by the following:

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against us for the recovery of any claim under the provisions of the Underinsured Motorists Coverage of this Coverage Form unless the "insured" has satisfied all of the things that "insured" is required to do under the terms and conditions of this endorsement. Any claim or "suit" for Underinsured Motorists Coverage must be brought within two (2) years of the date of the "accident" causing the "bodily injury" or one (1) year after the date the liability insurer of the "uninsured motor vehicle" becomes insolvent, whichever is later. Our subrogation rights also must not be prejudiced.

6. The following **Condition** is added:

Arbitration

a. If we and an "insured" do not agree:

(1) Whether that person is legally entitled to recover damages from a party responsible for the "accident"; or

(2) As to the amount of damages that may be recovered;

the matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

The "insured" and we must mutually agree to arbitrate the disagreements. If the "insured" and we do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot aggress within 45 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

(1) Pay the expenses it incurs; and

(2) 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 procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

(1) Whether the "insured" is legally entitled to recover damages from a party responsible for the "accident"; and

(2) The amount of damages.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a natural person who is related to and is a resident of the same household as a natural person shown as a Named Insured on this endorsement. Such relation may be by blood, marriage or adoption, and may include a ward or foster child.

2. "Motor vehicle" means a self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck, semi-tractor, motorcycle and bus. "Motor vehicle" also includes a motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the person(s) or organization(s) who may be legally responsible for the "accident", or the legal representative of such person(s) or organization(s), damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the person(s) or organization(s) who may be legally responsible for the "accident", or the legal representative of such person(s) or organization(s),.

5. "Tentative settlement" means an offer from the person(s) or organization(s) who may be legally responsible for the "accident", or the legal representative of such person(s) or organization(s), to compensate an "insured" for damages incurred because of "bodily injury" sustained in an "accident" involving an "underinsured motor vehicle".

6. "Underinsured motor vehicle" means a land "motor vehicle" or "trailer" of any type for which the sum of the limits of coverage available for payment to the "insured" under all liability bonds or policies covering person(s) or organization(s) liable to the "insured" at the time of an "accident" are less than the Limit of Insurance for this coverage or reduced by payments to others injured in the accident to an amount which is less than the Limit of Insurance for this coverage. However, "underinsured motor vehicle" does not include any "motor vehicle":

a. Owned or operated by any self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amount required by that motor vehicle law.

b. Owned by any governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

d. Which is an "uninsured motor vehicle".

e. Owned by, furnished or available for the regular use of any "insured", other than the named insured, or a "family member" of a named insured.

f. For which liability coverage is afforded under this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

For a covered "auto" licensed or principally garaged in Illinois, 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. Changes in Liability Coverage

1. Paragraph **A.1.b.(3)** of the **Who is an Insured** provision does not apply.

2. The following is added to **A.2.a.(6)** of the **Coverage Extensions** provision:

Payment must be a supplementary coverage and not paid within the policy limits.

2. Our **Limit of Insurance** applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

a. $25,000 for "bodily injury" to any one person caused by any one "accident",

b. $50,000 for "bodily injury" to two or more persons caused by any one "accident", and

c. $20,000 for "property damage" caused by any one "accident".

This provision will not change our total **Limit of Insurance.**

B. Changes in Physical Damage Coverage

The following is added to the **Limit of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality and supercedes any provision to the contrary:

3. We may deduct for betterment if:

a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.

b. The deductions are for prior wear and tear, missing parts and rust damages that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed $500.

C. Changes in Conditions

The **Other Insurance** condition is changed by the addition of the following:

Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

1. The "auto" is owned or held for sale or lease by a new or used vehicle dealership;

2. The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph **1.** while your "auto" is being repaired or evaluated; and

3. The Limit of Insurance for Liability Coverage under this policy is at least:

a. $100,000 for "bodily injury" to any one person caused by any one "accident",

b. $300,000 for "bodily injury" to two or more persons caused by any one "accident", and

c. $50,000 for "property damage" caused by any one "accident".

UNINSURED/UNDERINSURED MOTORISTS PROTECTION OPTION SELECTION/REJECTION FORM - ILLINOIS

The laws of Illinois require that automobile liability insurance policies offer Uninsured/Underinsured Motorists Coverage limits equal to the Bodily Injury Limits of the policy to which the coverage attaches. You may, however, select coverage at a lower limit.

YOU ARE ELECTING TO PURCHASE UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom.

Underinsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of underinsured motor vehicles because of bodily injury or death resulting therefrom.

An Underinsured motor vehicle is a vehicle to which a bodily injury policy or bond applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

Such benefits may include payments for certain medical expenses, lost wages and pain and suffering, subject to limitations and conditions in the policy.

Uninsured/Underinsured Motorist options are available for a modest premium: **PLEASE CONTACT YOUR AGENT** for the exact cost.

PLEASE SELECT ONE OF THE FOLLOWING:

(Initials)

____________ I select Uninsured/Underinsured Motorists Coverage at the following limits which are lower than the Bodily Injury Liability Limits of my policy.

____________ I reject Bodily Injury Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and select the following lower limits.

	Thousand Dollars	
	Split Limit	Single Limit
LIMITS OF LIABILITY	☐ *25/50	☐ 50*
	☐ 50/100	☐ 100
	☐ 100/300	☐ 300
	☐ Other	☐ Other

Please indicate your choice by initialing next to the appropriate item(s) below and providing additional information, where appropriate.

(Initials)

_____________ I select Property Damage Uninsured Motorists Coverage according to the below.

Description of Vehicle (Specify Year/Make/Model)	Limits Of Liability	Per Accident Deductible Amount
	$	$
	$	$
	$	$

(Initials)

_____________ I reject Property Damage Uninsured Motorists Coverage

Attached to and forming a part of Policy Number EBA 076 65 11 and any subsequent renewals, reinstatements, reissuance, replacements, substitutions or amendments of my policy unless I request otherwise in writing

I intend that my selection will apply to me and all other persons or organizations that may be eligible for coverage under this policy.

____

DATE

____

INSURED'S SIGNATURE

NOTE: **A.** *Underinsured Motorist Coverage does not apply unless Uninsured Motorist Coverage limits exceed the minimum Financial Responsibility Limits of $25,000 each person/$50,000 each occurrence or $50,000 Single Limit Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions of the **BUSINESS AUTO COVERAGE FORM** and **SECTION V - GARAGE CONDITIONS, B. General Conditions** of the **GARAGE COVERAGE FORM** are amended to include the following:

Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage will not be provided under this policy.

BUSINESS AUTO AMENDATORY ENDORSEMENT - ILLINOIS

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, Paragraph B. Exclusions is modified as follows:

1. If the Expected or Intended Injury exclusion is not otherwise modified by any endorsement to this Coverage Part, Exclusion **B.1. Expected or Intended Injury** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**

is replaced by the following:

The **Expected or Intended Injury** exclusion is deleted in its entirety and replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the "insured" or which is in fact expected or intended by the "insured", even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. The insurers may not deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss.

2. The **Employee Indemnification and Employer's Liability** exclusion is deleted in its entirety and replaced by the following:

Employee Indemnification and Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" sustained in the "workplace";

b. An "employee" of the "insured" arising out of the performance of duties related to the conduct of the "insured's" business; or

c. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** or **b.** 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" other than a contract or agreement with a labor leasing firm. 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.

3. The **Pollution** exclusion is deleted in its entirety and replaced by the following:

Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission 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.** of this exclusion 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".

However, this exception to Paragraph **a.** does not apply if the fuels, lubricants, fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed or released.

Paragraphs **b.** and **c.** 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, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(1) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or

(2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

Subparagraph **d.(1)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such "insured", contractor or subcontractor.

B. SECTION V - DEFINITIONS is modified as follows:

1. The following definitions are deleted in their entirety and replaced by the following:

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

1. Any request, demand, order or statutory or regulatory requirement 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"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing 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, escape or emission 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"; or

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, escape or emission of the "pollutants" is caused directly by such upset, overturn or damage.

b. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and their by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

(1) The "insured" is regularly or otherwise engaged in activities which taint or degrade the environment; or

(2) The "insured" uses, generates or produces the "pollutant".

2. The following definition is added:

"Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of the "accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - RACING EXCLUSION

For a covered "auto" licensed or principally garaged in Illinois, 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. Section II – Covered Autos Liability Coverage, B. Exclusions, 13. Racing is deleted and replaced by the following:

13. Racing

Covered "autos" while used in any prearranged 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.

B. Section III - Physical Damage Coverage, B. Exclusions, 2. Racing is deleted and replaced by the following:

2. Racing

We will not pay for "loss" to any covered "auto" while used in any prearranged 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

a. The first Named Insured shown in the Declarations may cancel this policy by mailing us advance written notice of cancellation.

b. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation stating the reasons for cancellation.

(1) Nonpayment of premium.

(2) The policy was obtained through a material misrepresentation.

(3) Any "insured" has violated any of the terms and conditions of the policy.

(4) The risk originally accepted has measurably increased.

(5) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured.

(6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the Illinois insurance laws.

c. If we cancel for nonpayment of premium, we will mail you at least 10 days written notice.

d. If this policy is cancelled for other than nonpayment of premium and the policy is in effect:

(1) 60 days or less, we will mail you at least 30 days written notice.

(2) 61 days or more, we will mail you at least 60 days written notice.

e. If this policy in cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. The effective date of cancellation stated in the notice shall become the end of the policy period.

g. Our notice of cancellation will state the reason for cancellation.

h. A copy of the notice will also be sent to your agent or broker and the loss payee.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you, your agent or broker and the loss payee written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

THE CINCINNATI INSURANCE COMPANY

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

Previous Policy Number

Attached to and forming part of POLICY NUMBER **EPP 076 65 11** Effective Date: **12-31-2025**

NAMED INSURED is the same as it appears in the Common Policy Declarations unless another entry is made here.

LIMITS OF INSURANCE

$ **1**,000,000 Each Occurrence Limit $ **1**,000,000 Aggregate Limit

ADVANCE PREMIUM $ **500**

Applicable to Premium, if box is checked:

☐ Subject to Annual Adjustment

☐ Subject to Audit (see Premium Computation Endorsement for Rating Basis)

SCHEDULE OF UNDERLYING INSURANCE

Insurer, Policy Number & Period:	Underlying Insurance:	Underlying Limits:
(a)	Employer's Liability	Bodily Injury by Accident: $ Each Accident Bodily Injury by Disease: $ Each Employee Bodily Injury by Disease: $ Policy Limit
(b) **CINCINNATI INS. CO. EPP 076 65 11 12-31-2025 TO 12-31-2026**	☒ Commercial General Liability Including: ☒ Products-Completed Operations Coverage ☐ Cemetery Professional ☐ Druggist Professional ☐ Funeral Service Provider ☐ Pedorthists Professional or ☐ Business Liability Including: ☐ Funeral Service Provider ☐ Druggist Professional	Bodily Injury and Property Damage Liability: $ **1,000,000** Each Occurrence Limit $ **2,000,000** General Aggregate Limit $ **2,000,000** Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit: $ **1,000,000** Any One Person or Organization
(c) **CINCINNATI INS. CO. EBA 076 65 11 12-31-2025 TO 12-31-2026**	Automobile Liability Including: ☐ Owned Autos ☒ Non-Owned Autos ☒ Hired Autos ☐ Any Auto	Bodily Injury Liability Limit: $ Each Person $ Each Occurrence Property Damage Liability Limit: $ Each Occurrence or Bodily Injury Liability and / or Property Damage Liability or Both Combined Limit: $ **1,000,000** Each Occurrence

(d)	Professional	$		
		$		Aggregate
(e) **CINCINNATI INS. CO.** **EPP 076 65 11** **12-31-2025 TO 12-31-2026**	Employee Benefit Liability	$ $	**1,000,000** **3,000,000**	Each Employee Limit Aggregate Limit
(f)	Liquor Liability	$ $		Each Common Cause Limit Aggregate Limit

Other

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

US101	**09/20**	**COMMERCIAL UMBRELLA - TABLE OF CONTENTS**
US302	**12/04**	**POLLUTANT EXCLUSION - OTHER THAN AUTO**
US306	**12/04**	**AUTO LIABILITY LIMITATION**
US3065	**05/06**	**EXCLUSION - EMPLOYER'S LIABILITY**
US3078IL	**09/20**	**ILLINOIS COMMUNICABLE DISEASE EXCLUSION**
US3093	**05/14**	**EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION**
US3146	**06/23**	**CYBER LIABILITY EXCLUSION**
US336	**08/21**	**UNINSURED / UNDERINSURED MOTORIST EXCLUSION**
US369	**12/04**	**PERSONAL AND ADVERTISING INJURY LIMITATION ENDORSEMENT**
US4062	**11/05**	**MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION**
US407	**09/20**	**EMPLOYEE BENEFIT LIABILITY**
US4098IL	**04/10**	**OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT**
US4153	**06/22**	**AMENDMENT - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION**

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
TABLE OF CONTENTS

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

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

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:

a. Which is in excess of the "underlying insurance"; or

b. Which is either excluded or not insured by "underlying insurance".

2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.

3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:

a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or

c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and

d. Prior to the "coverage term" no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.

4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".

5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or

c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or

d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

a. That the insured would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

a. Property:

(1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".

b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **a.(2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

(1) To liability for damages because of "bodily injury"; or

(2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

a. An "employee" of the insured sustained in the "workplace";

b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

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

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

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

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1)**, **(2),** or **(3)** above is directed.

This exclusion applies:

a. Whether the injury-causing event described in Paragraphs **12.a.(1)**, **(2),** or **(3)** above occurs before employment, during employment or after employment of that person;

b. Whether the insured may be liable as an employer or in any other capacity; and

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

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or

b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;

b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought;

c. Arising out of a criminal act committed by or at the direction of the insured; or

d. Committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

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

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) 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 an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **(1)** above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) 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

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** and **(3)** of the definition of "mobile equipment".

However, this exception to Paragraph **(1)** does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs **(2)** and **(3)** above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) 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 an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

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

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

(a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

(b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".

b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any 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"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph **c.** does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

1. We will have the right and duty to defend the insured against any "suit" seeking damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or

b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.

2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.

3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1.** However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.

4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:

a. All expenses we incur.

b. The cost of bail bonds up to $3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:

a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.

b. All interest awarded against the insured on the full amount of any judgment that accrues:

(1) After entry of the judgment; and

(2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

6. The payments described in Paragraphs **4.** and **5.** above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.

7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:

(a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":

1) Existing at the inception of this Coverage Part; or

2) Formed or acquired on or after the inception of this Coverage Part.

(b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:

1) At the inception of this Coverage Part; or

2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Any "employee" of yours while acting within the scope of their duties as such.

(2) Any person or organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such.

2. Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":

a. You are an insured.

b. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

(1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.

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

(a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or

(b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".

(3) Someone using an "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 an "auto".

c. Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs **1.** and **2.** above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made, "suits" brought or number of vehicles involved or insured; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

a. Included in the "products-completed operations hazard";

b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or

c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within **a.** or **b.** above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to **a.**, **b.** and **c**. The Aggregate Limit described in **c.** will apply only to damages not subject to **a.** or **b.** above.

3. Subject to the Limit of Insurance described in **2.c.** above:

a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to **2.a.** or **b.** above that is applicable separately to each:

(1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed to operations at only a single location, then the Aggregate Limit described in **2.c.** above applies separately to each location owned by, or rented or leased to you.

(2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in **2.c.** above applies separately to each of your construction projects.

b. Only with respect to the application of Limits of Insurance described in **3.a.** above, the following terms location and construction project will have the following meanings:

(1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in **2.** and **3.** above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

a. In excess of the applicable limits of "underlying insurance"; or

b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in **4.** above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:

   a. An additional insured, as set forth in **SECTION II – WHO IS AN INSURED**, Paragraph **3**; or

   b. A party you have agreed to indemnify in an "insured contract".

6. Subject to the limits described in **2.**, **3.**, **4.** and **5.** above and to the terms and conditions of the "underlying insurance":

   a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or

   b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".

7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

a. Our applicable Limits of Insurance for all "ultimate net loss";

b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and

c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

   (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

   (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

   However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

   (1) How, when and where the "occurrence" took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence".

   This requirement applies only when the "occurrence" is known to an "authorized representative".

b. If a claim is made or "suit" is brought against any insured you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.

b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:

(1) For "occurrences" not covered by "underlying insurance"; or

(2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.

b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.

e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.

b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Any recoveries shall be applied as follows:

(1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;

(2) Next, we will be reimbursed to the extent of our actual payment; and

(3) Lastly, any amounts left after meeting the obligations outlined in **(1)** and **(2)** above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".

3. "Auto" means:

a. Any land motor vehicle, trailer or semitrailer designed for travel on public roads; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means anywhere.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

g. 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".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph **(1)** shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;

(7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above;

(8) 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

(9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

13. "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" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** 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":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or

b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

(1) The frequency of repetition;

(2) The number or kind of media used; or

(3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Abuse of process;

d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

g. The use of another's advertising idea in your "advertisement";

h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) 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.

(c) 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.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

a. Substitute for a permanent "employee" on leave; or

b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:

a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Any liability resulting from the "hazardous properties" of "nuclear material", if

a. The "nuclear material" **(1)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(2)** has been discharged or dispersed therefrom;

b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **c.** applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;

2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";

3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

5. "Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", **(3)** or handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANT EXCLUSION - OTHER THAN AUTO

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION I - COVERAGE, B. Exclusions (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified as follows:

Exclusion **17. Pollutant - Other Than Auto** (Exclusion **1.q.** in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made) is hereby deleted and replaced by the following:

Pollutant - Other Than Auto

This insurance does not apply to:

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

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraphs **a.(1)** and **a.(4)** do not apply:

(a) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(b) If insurance is provided to the insured by "underlying insurance" specifically listed in the Schedule of Underlying Insurance at the "underlying limit" scheduled, but only to the extent "bodily injury" or "property damage" coverage is provided by that "underlying insurance" specifically listed in the Schedule of Underlying Insurance and subject to all its terms and conditions.

(5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".

b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape emission of "pollutants" at any time.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any 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"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

d. Any liability caused by "pollutants" excluded by "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION I - COVERAGE, B. Exclusions (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified to add the following:

This insurance does not apply to:

Any liability arising out of the ownership, maintenance, occupancy, operation, use, "loading or unloading" of any "auto", unless such liability is covered by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is afforded by such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION I - COVERAGE, B. Exclusions (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified as follows:

Exclusion **11. Employer's Liability Limitation** (Exclusion **1.k.** in the Professional Umbrella Liability Coverage Part and the Professional Liability Coverage Part - Claims-Made) is deleted and replaced by the following:

This insurance does not apply to:

Any liability arising from any injury to:

a. An "employee" of the insured sustained in the "workplace";

b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

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

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

A. **SECTION I - COVERAGE, B. Exclusions** (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified to add the following:

This insurance does not apply to:

Any liability, claim ("claim" in the Professional Umbrella Liability Coverage Part - Claims-Made), or suit, arising out of the actual or alleged transmission of a "communicable disease".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable disease";

b. Testing for a "communicable disease";

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following definition is added to **SECTION V – DEFINITIONS:**

"Communicable disease" means any infectious or contagious disease, illness or condition that can be transmitted from:

a. Person to person;

b. Animal (including insect) to person; or

c. Animal to animal (including insect),

Directly or indirectly, including but not limited to the following and any variant(s) thereof:

(1) Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV)

(2) Human T-Cell Lymphotropic Virus (HTVL) of any form or type;

(3) Any hepatitis virus;

(4) Severe Acute Respiratory Syndrome (SARS);

(5) Sexually transmitted disease, including but not limited to candida, chlamydia, genital warts, gonorrhea, hepatitis, herpes, scabies, syphilis, or trichomoniasis;

(6) Zika virus;

(7) Norovirus;

(8) Coronavirus;

(9) Any of the Ebola virus species;

(10) Creutzfeldt-Jakob disease or New Variant Creutzfeldt-Jakob disease;

(11) Shigellosis or diphtheria;

(12) Methicillin-Resistant Staphylococcus Aureus (MRSA); or

(13) Impetigo, Lice, Ringworm, Tineas pedis (athlete's foot) or Schistosome cercarial dermatitis (Swimmer's itch).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION I - COVERAGE, B. Exclusions (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified to delete Exclusion **10. Electronic Data** in its entirety and replace it with the following:

This insurance does not apply to:

10. Access or Disclosure of Confidential or Personal Information and Data-Related Liability

Any liability arising out of:

a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

However, this exclusion does not apply:

(1) To damages because of "bodily injury", unless Paragraph **a.** above applies; and

(2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. **SECTION I - COVERAGE, B. Exclusions** is modified to add the following:

This insurance does not apply to:

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1. "Computer attack";

2. "Network security incident";

3. "Privacy violation"; or

4. Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

B. **SECTION V – DEFINITIONS** is amended to add the following:

1. "Biometric information" means any:

a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or

b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

2. "Computer attack" means:

a. Unauthorized access or authorized access for an unauthorized purpose;

b. A "malware attack"; or

c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

3. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

4. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

5. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;

b. The abetting of a "denial of service attack" against one or more other systems;

c. The loss, release or disclosure of data;

d. The inability to access a computer system;

e. The unauthorized access to a computer system.

6. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or

b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

7. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".

8. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

Any liability or obligation to any insured or anyone else under any uninsured motorist, underinsured motorist, automobile no-fault or first party personal injury law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION I - COVERAGE, B. Exclusions (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified to add the following:

This insurance does not apply to:

"Personal and advertising injury" unless such liability is covered by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded by such "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS - LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION I - COVERAGE, B. Exclusions (and in the Professional Umbrella Liability Coverage Part and the Professional Umbrella Liability Coverage Part - Claims-Made only: Subparagraph **1.**) is modified to add the following:

This insurance does not apply to:

Any liability arising out of the ownership, maintenance, occupancy, operation, use, "loading or unloading" of any land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law, unless such liability is covered by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded by such "underlying insurance", unless otherwise excluded by this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

This policy is modified to add the following:

I. SECTION I - COVERAGE, A. Insuring Agreement(s) is modified to add the following:

EMPLOYEE BENEFIT LIABILITY:

We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages because of any negligent act, error or omission of the insured or any other person for whose acts the insured is legally liable arising out of the administration of the insured's employee benefit programs.

This insurance applies only to negligent acts, errors or omissions:

a. Whose damages are in excess of the "underlying insurance" provided by an Employee Benefit Liability policy listed in the Schedule of Underlying Insurance; and

b. Which occur during the policy period; or

c. Which occurred prior to the “first effective date” of this endorsement provided you did not have knowledge of a claim or “suit” arising from such negligent acts, errors or omissions on or before the “first effective date” of this endorsement.

You will be deemed to have knowledge of a claim or “suit” when any “authorized representative”:

(1) Reports all, or any part, of the act, error or omission to us or any other insurer; or

(2) Receives a written or verbal demand or claim for damages because of the act, error or omission.

II. SECTION I - COVERAGE, B. Exclusions is modified to add the following exclusion:

This insurance does not apply to:

Any liability arising out of employee benefit programs unless such liability is covered by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded by such "underlying insurance".

III. SECTION V – DEFINITIONS is amended to include the following with respect only to the insurance coverage provided under this endorsement:

“First effective date” means the date upon which coverage was first provided in a series of uninterrupted renewals of insurance coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SECTION - IV CONDITIONS is amended to include the following:

Office of Foreign Assets Control (OFAC) Compliance

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage will not be provided under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Exclusion **8.** of **SECTION I – COVERAGE, B. Exclusions** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA) or any similar state, local or foreign law, including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Community Park District of La Grange Park

Monthly Financial Report

For the Month Ended

March 31, 2026

Prepared By

Lauterbach & Amen

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Community Park District of La Grange Park
Balance Sheet
As of March 31, 2026

Assets

Current Assets	
Petty Cash	$ 360.00
1st Nat'l BF-Checking	14,714.95
1st Nat'l BF-MMF	9,271,657.56
1st Nat'l BF-Payroll Checking	10,565.97
IL Funds	5,622,635.06
Inner Fund Receivable	4,571.31
Property Taxes Receivable	1,663,463.98
Grant Receivable	342,500.00
Total Current Assets	16,930,468.83
Property and Equipment	
Net Property and Equipment	0.00
Total Assets	$ 16,930,468.83

Liabilities and Fund Balance

Current Liabilities	
Accounts Payable-Corporate	$ 0.18
Deferred Comp	(188.50)
IMRF Withholding	8,114.46
Deferred Revenue	355,881.00
Property Tax Deferral	1,663,463.98
Scholarship Fund	5,108.54
Total Current Liabilities	2,032,379.66
Long-Term Liabilities	
Total Long-Term Liabilities	0.00
Total Liabilities	2,032,379.66
Fund Balance	
Fund Balance - Corporate Fund	786,472.85
Fund Balance - Recreation Fund	413,474.27
Fund Balance - IMRF Fund	5,137.55
Fund Balance - Social Security Fund	15,970.46
Fund Balance - Audit Fund	4,496.10
Fund Balance - Liability Insurance Fund	12,024.76
Fund Balance - Special Recreation Fund	80,094.68
Fund Balance - Bond & Interest Fund	196,077.10
Fund Balance - Capital Project Fund	13,186,451.12
Fund Balance - Park Assistance Fund	15,391.62
Fund Balance - OSLAD 2024 Fund	182,498.66
Total Fund Balance	14,898,089.17
Total Liabilities and Fund Balance	$ 16,930,468.83

Community Park District La Grange Park Learn.Grow.Play

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget 91.67%

CORPORATE FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 109,366.56	$ 686,880.04	$ 216,613.31	$ 637,105.67	$ 640,000.00	$ (46,880.04)	107.33%
402 - Replacement Taxes	1,257.43	22,929.51	1,531.63	24,651.14	15,000.00	(7,929.51)	152.86%
412 - Program Sponsorships	0.00	0.00	0.00	0.00	2,500.00	2,500.00	0.00%
420 - Interest Earned	10.07	5,655.67	886.57	24,505.63	10,000.00	4,344.33	56.56%
430 - Other Income	0.00	16,310.80	6,216.46	20,921.22	22,000.00	5,689.20	74.14%
Total Revenue	110,634.06	731,776.02	225,247.97	707,183.66	689,500.00	(42,276.02)	106.13%
Expenses							
501 - Full Time Wages	18,640.00	215,738.26	17,989.20	209,031.35	247,574.00	31,835.74	87.14%
502 - Part Time Wages	0.00	27,875.64	3,160.96	33,245.67	61,672.00	33,796.36	45.20%
503 - Overtime Wages	0.00	2,456.27	420.66	1,822.86	4,500.00	2,043.73	54.58%
505 - Wages Imrf	8,420.69	98,601.94	4,460.39	85,152.32	107,798.00	9,196.06	91.47%
512 - Health/Life Insurance	5,997.69	66,044.80	5,998.13	64,323.11	78,607.00	12,562.20	84.02%
513 - Employee Reimbursements	93.16	7,762.36	571.54	6,734.40	7,690.00	(72.36)	100.94%
514 - Professional Development	2,169.68	6,255.73	(432.85)	6,402.32	8,250.00	1,994.27	75.83%
515 - Uniforms	0.00	1,784.00	0.00	910.55	3,000.00	1,216.00	59.47%
516 - Incentives/Awards/Recognition	15.72	2,016.04	108.44	2,439.46	3,500.00	1,483.96	57.60%
601 - Legal Publications	0.00	986.46	0.00	303.00	1,000.00	13.54	98.65%
602 - Postage	156.00	770.00	0.00	691.00	1,600.00	830.00	48.13%
611 - Natural Gas	547.00	2,645.19	113.27	1,890.09	3,500.00	854.81	75.58%
612 - Electric	955.08	15,385.19	861.85	11,060.92	14,650.00	(735.19)	105.02%
613 - Water	39.30	15,888.62	97.80	20,418.58	35,000.00	19,111.38	45.40%
614 - Internet	681.20	3,721.91	326.25	3,141.45	4,275.00	553.09	87.06%
620 - Association Dues	5,676.15	6,976.15	0.00	1,300.00	7,000.00	23.85	99.66%
621 - Park Board Expenses	117.30	1,771.60	15.99	854.21	2,000.00	228.40	88.58%
630 - Office/Building/Program Supplies	1,142.05	7,075.89	578.93	3,380.27	8,500.00	1,424.11	83.25%
631 - Landscaping Supplies	5.75	15,546.45	1,820.38	18,287.32	20,000.00	4,453.55	77.73%
632 - Fuel	170.03	4,524.30	196.96	3,881.25	8,000.00	3,475.70	56.55%
640 - Repair Parts	364.84	3,722.69	977.01	6,634.98	8,175.00	4,452.31	45.54%
701 - Public Relations And Marketing	54.93	3,305.03	50.00	4,162.75	4,500.00	1,194.97	73.45%
702 - Computer Services	6,137.45	33,580.78	1,379.34	16,224.18	36,500.00	2,919.22	92.00%
703 - Security Services	467.13	1,868.51	484.00	1,698.50	2,800.00	931.49	66.73%
704 - Legal Services	2,495.00	11,819.75	4,410.00	9,382.50	12,500.00	680.25	94.56%

Community Park District La Grange Park Learn · Grow · Play

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget 91.67%

CORPORATE FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
705 - Financial Services	2,636.00	28,110.00	2,557.00	28,051.00	37,000.00	8,890.00	75.97%
707 - Landscaping Services	0.00	21,449.54	0.00	20,003.00	25,000.00	3,550.46	85.80%
708 - Printing And Design Services	0.00	95.18	0.00	1,227.89	1,000.00	904.82	9.52%
709 - Other Professional Services	7,346.99	31,578.81	1,497.08	30,485.10	35,272.00	3,693.19	89.53%
711 - Refuse Disposal	578.28	3,535.65	284.92	2,546.00	3,500.00	(35.65)	101.02%
712 - Portable Toilets	0.00	468.50	0.00	1,104.94	1,775.00	1,306.50	26.39%
715 - Bank Fees	0.00	0.00	0.00	75.18	848.00	848.00	0.00%
719 - Subscriptions	265.99	1,334.11	19.96	1,704.55	1,500.00	165.89	88.94%
901 - Contingency	0.00	180.00	0.00	5,118.44	25,500.00	25,320.00	0.71%
910 - Other Program Expenses	62.61	62.61	0.00	0.00	0.00	(62.61)	0.00%
950 - Transfer Out	0.00	0.00	0.00	275,000.00	0.00	0.00	0.00%
Total Expenses	65,236.02	644,937.96	47,947.21	878,689.14	823,986.00	179,048.04	78.27%
Excess Revenues (Expenses)	$ 45,398.04	$ 86,838.06	$ 177,300.76	$ (171,505.48)	$ (134,486.00)	$ (221,324.06)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Community Park District La Grange Park — Learn · Grow · Play

Target Budget 91.67%

RECREATION FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 17,751.76	$ 111,490.55	$ 40,194.41	$ 107,520.79	$ 111,240.00	$ (250.55)	100.23%
405 - Program Fees	119,809.56	1,092,365.68	53,655.00	787,529.00	1,370,800.00	278,434.32	79.69%
412 - Program Sponsorships	0.00	6,704.02	0.00	3,288.44	17,350.00	10,645.98	38.64%
415 - Building Improvement Donations	15.00	1,820.00	0.00	0.00	0.00	(1,820.00)	0.00%
420 - Interest Earned	2,538.96	22,058.72	2,839.71	31,175.60	10,000.00	(12,058.72)	220.59%
430 - Other Income	5,041.25	74,882.00	5,172.50	26,779.53	9,000.00	(65,882.00)	832.02%
Total Revenue	145,156.53	1,309,320.97	101,861.62	956,293.36	1,518,390.00	209,069.03	86.23%
Expenses							
501 - Full Time Wages	24,003.92	262,008.10	19,108.89	187,646.71	296,510.00	34,501.90	88.36%
502 - Part Time Wages	23,432.97	347,730.92	12,471.51	192,426.19	338,986.00	(8,744.92)	102.58%
503 - Overtime Wages	0.00	3,157.40	0.00	0.00	3,000.00	(157.40)	105.25%
504 - Interns Wages	0.00	0.00	0.00	0.00	1,100.00	1,100.00	0.00%
505 - Wages Imrf	18,357.77	141,846.14	10,715.93	96,964.08	248,597.00	106,750.86	57.06%
512 - Health/Life Insurance	9,366.43	97,707.24	6,296.16	68,545.51	105,630.00	7,922.76	92.50%
513 - Employee Reimbursements	110.00	1,040.00	110.00	1,139.29	2,310.00	1,270.00	45.02%
514 - Professional Development	940.61	3,206.24	815.80	4,983.74	7,200.00	3,993.76	44.53%
515 - Uniforms	0.00	3,917.55	0.00	0.00	5,000.00	1,082.45	78.35%
516 - Incentives/Awards/Recognition	85.81	138.80	0.00	0.00	0.00	(138.80)	0.00%
601 - Legal Publications	0.00	0.00	0.00	0.00	5,500.00	5,500.00	0.00%
610 - Telephones	0.00	0.00	0.00	0.00	2,400.00	2,400.00	0.00%
611 - Natural Gas	1,812.10	6,944.07	405.25	3,263.53	17,400.00	10,455.93	39.91%
612 - Electric	2,287.48	22,180.21	1,475.42	14,651.47	37,000.00	14,819.79	59.95%
613 - Water	248.98	2,460.84	326.00	1,746.42	23,300.00	20,839.16	10.56%
614 - Internet	289.40	1,131.50	0.00	0.00	2,575.00	1,443.50	43.94%
630 - Office/Building/Program Supplies	4,526.00	97,541.89	6,160.99	53,800.69	163,958.00	66,416.11	59.49%
640 - Repair Parts	0.00	21,911.30	0.00	20,427.40	30,000.00	8,088.70	73.04%
641 - Rentals	12,813.00	111,521.15	401.00	7,007.30	131,500.00	19,978.85	84.81%
701 - Public Relations And Marketing	0.00	5,212.83	31.11	1,492.27	14,000.00	8,787.17	37.23%
702 - Computer Services	7,290.00	19,581.00	0.00	0.00	15,000.00	(4,581.00)	130.54%
703 - Security Services	0.00	7,130.53	0.00	71.51	7,500.00	369.47	95.07%
704 - Legal Services	0.00	3,969.00	0.00	0.00	0.00	(3,969.00)	0.00%
708 - Printing And Design Services	(160.49)	6,966.21	388.61	8,939.65	17,000.00	10,033.79	40.98%

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget 91.67%

RECREATION FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
709 - Other Professional Services	3,801.81	92,924.11	4,742.02	51,400.84	139,700.00	46,775.89	66.52%
710 - Contractual Instructor Services	3,616.30	49,520.53	3,659.80	52,258.40	77,200.00	27,679.47	64.15%
711 - Refuse Disposal	1,203.72	8,088.35	592.98	6,074.86	11,500.00	3,411.65	70.33%
714 - Credit Card Fees	10,773.44	29,296.33	7,641.55	21,368.55	27,000.00	(2,296.33)	108.50%
716 - Co-Op Fees	427.00	14,268.72	0.00	7,378.33	16,000.00	1,731.28	89.18%
719 - Subscriptions	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00%
901 - Contingency	905.00	4,969.00	0.00	1,618.00	133,350.00	128,381.00	3.73%
950 - Transfer Out	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00%
Total Expenses	126,131.25	1,366,369.96	75,343.02	953,204.74	1,881,216.00	514,846.04	72.63%
Excess Revenues (Expenses)	$ 19,025.28	$ (57,048.99)	$ 26,518.60	$ 3,088.62	$ (362,826.00)	$ (305,777.01)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

IMRF FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 1,643.99	$ 10,325.10	$ 9,570.09	$ 25,600.19	$ 10,300.00	$ (15,300.19)	248.55%
420 - Interest Earned	25.50	767.38	111.97	1,707.14	50.00	(1,657.14)	3414.28%
Total Revenue	1,669.49	11,092.48	9,682.06	27,307.33	10,350.00	(16,957.33)	263.84%
Expenses							
510 - Imrf Employer Contribution	4,118.19	38,562.91	2,824.53	28,244.64	44,250.00	16,005.36	63.83%
Total Expenses	4,118.19	38,562.91	2,824.53	28,244.64	44,250.00	16,005.36	63.83%
Excess Revenues (Expenses)	$ (2,448.70)	$ (27,470.43)	$ 6,857.53	$ (937.31)	$ (33,900.00)	$ (32,962.69)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

SOCIAL SECURITY FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 11,453.39	$ 71,933.38	$ 26,673.38	$ 71,352.44	$ 71,771.00	$ (162.38)	100.23%
420 - Interest Earned	39.33	369.67	55.26	975.91	100.00	(269.67)	369.67%
Total Revenue	11,492.72	72,303.05	26,728.64	72,328.35	71,871.00	(432.05)	100.60%
Expenses							
511 - Fica Employer Contribution	7,224.36	85,657.53	5,426.34	63,581.84	93,000.00	7,342.47	92.10%
Total Expenses	7,224.36	85,657.53	5,426.34	63,581.84	93,000.00	7,342.47	92.10%
Excess Revenues (Expenses)	$ 4,268.36	$ (13,354.48)	$ 21,302.30	$ 8,746.51	$ (21,129.00)	$ (7,774.52)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

AUDIT FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 1,725.78	$ 10,838.79	$ 4,019.40	$ 10,752.06	$ 10,815.00	$ (23.79)	100.22%
420 - Interest Earned	9.28	122.84	0.00	67.63	5.00	(117.84)	2456.80%
Total Revenue	1,735.06	10,961.63	4,019.40	10,819.69	10,820.00	(141.63)	101.31%
Expenses							
705 - Financial Services	0.00	10,350.00	0.00	9,900.00	10,350.00	0.00	100.00%
Total Expenses	0.00	10,350.00	0.00	9,900.00	10,350.00	0.00	100.00%
Excess Revenues (Expenses)	$ 1,735.06	$ 611.63	$ 4,019.40	$ 919.69	$ 470.00	$ (141.63)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

LIABILITY INSURANCE FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 5,588.72	$ 35,100.21	$ 13,015.30	$ 34,816.23	$ 35,020.00	$ (80.21)	100.23%
420 - Interest Earned	25.53	227.16	8.53	314.38	50.00	(177.16)	454.32%
430 - Other Income	0.00	1,162.50	0.00	1,500.00	1,500.00	337.50	77.50%
Total Revenue	5,614.25	36,489.87	13,023.83	36,630.61	36,570.00	80.13	99.78%
Expenses							
514 - Professional Development	0.00	900.00	0.00	330.00	0.00	(900.00)	0.00%
608 - Professional Development	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00%
630 - Office/Building/Program Supplies	0.00	4,275.54	46.80	1,083.38	2,250.00	(2,025.54)	190.02%
703 - Security Services	75.00	950.00	0.00	257.50	2,500.00	1,550.00	38.00%
708 - Printing And Design Services	1,110.65	1,110.65	0.00	0.00	0.00	(1,110.65)	0.00%
709 - Other Professional Services	0.00	3,780.20	0.00	1,783.10	5,250.00	1,469.80	72.00%
717 - Pdrma Premium	0.00	28,736.52	0.00	27,985.92	28,737.00	0.48	100.00%
Total Expenses	1,185.65	39,752.91	46.80	31,439.90	39,737.00	(15.91)	100.04%
Excess Revenues (Expenses)	$ 4,428.60	$ (3,263.04)	$ 12,977.03	$ 5,190.71	$ (3,167.00)	$ 96.04	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

SPECIAL RECREATION FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 29,093.64	$ 182,723.52	$ 58,186.14	$ 155,649.10	$ 182,310.00	$ (413.52)	100.23%
420 - Interest Earned	175.09	1,059.63	232.54	4,323.41	20.00	(1,039.63)	5298.15%
Total Revenue	29,268.73	183,783.15	58,418.68	159,972.51	182,330.00	(1,453.15)	100.80%
Expenses							
501 - Full Time Wages	1,020.00	11,873.67	1,000.00	11,650.88	13,560.00	1,686.33	87.56%
502 - Part Time Wages	0.00	1,225.21	1,143.25	7,943.25	10,000.00	8,774.79	12.25%
505 - Wages Imrf	42.50	484.50	0.00	0.00	0.00	(484.50)	0.00%
630 - Office/Building/Program Supplies	0.00	83,580.00	0.00	92.72	95,000.00	11,420.00	87.98%
708 - Printing And Design Services	0.00	0.00	0.00	0.00	9,500.00	9,500.00	0.00%
710 - Contractual Instructor Services	0.00	28,079.17	0.00	21,827.12	30,000.00	1,920.83	93.60%
712 - Portable Toilets	207.00	7,217.00	0.00	6,148.00	0.00	(7,217.00)	0.00%
718 - Seaspar Contribution	0.00	86,232.00	0.00	65,363.00	88,845.00	2,613.00	97.06%
Total Expenses	1,269.50	218,691.55	2,143.25	113,024.97	246,905.00	28,213.45	88.57%
Excess Revenues (Expenses)	$ 27,999.23	$ (34,908.40)	$ 56,275.43	$ 46,947.54	$ (64,575.00)	$ (29,666.60)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Community Park District La Grange Park Learn · Grow · Play

Target Budget 91.67%

BOND & INTEREST FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 199,034.96	$ 1,250,045.31	$ 117,616.50	$ 304,896.73	$ 1,247,238.00	$ (2,807.31)	100.23%
420 - Interest Earned	0.00	521.08	64.22	5,472.29	30,000.00	29,478.92	1.74%
Total Revenue	199,034.96	1,250,566.39	117,680.72	310,369.02	1,277,238.00	26,671.61	97.91%
Expenses							
801 - Bond Principal	0.00	335,000.00	0.00	215,000.00	330,000.00	(5,000.00)	101.52%
802 - Bond Interest	0.00	852,845.94	0.00	77,076.50	861,445.00	8,599.06	99.00%
803 - Paying Agent Fee	0.00	900.00	0.00	450.00	2,000.00	1,100.00	45.00%
Total Expenses	0.00	1,188,745.94	0.00	292,526.50	1,193,445.00	4,699.06	99.61%
Excess Revenues (Expenses)	$ 199,034.96	$ 61,820.45	$ 117,680.72	$ 17,842.52	$ 83,793.00	$ 21,972.55	

Community Park District of La Grange Park
General Ledger

May 1, 2025 - March 31, 2026

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
10-410	**Grants**			0.00		
			Totals for 10-410		0.00	0.00
10-410-PKS	**Grants**			0.00		
12/31/25	Deposit		To record Misc. Deposit - December 2025		(342,500.00)	
			Totals for 10-410-PKS		(342,500.00)	(342,500.00)
10-416-PKS	**Park Improvement Donations**			0.00		
12/31/25	Com Pass		To record Community Pass deposits December 2025		(150.00)	
01/31/26	Com Pass		To record Community Pass deposits 01.26		(475.00)	
			Totals for 10-416-PKS		(625.00)	(625.00)
10-420-ADM	**Interest Earned**			0.00		
05/31/25	Interest		To record interest		(1,391.66)	
06/30/25	Interest		To record interest		(1,298.54)	
07/31/25	Interest		To record interest		(5,228.16)	
08/31/25	Interest		To record interest		(4,925.98)	
09/30/25	Interest		To record interest		(4,491.62)	
10/31/25	Interest		To record interest		(3,703.84)	
11/30/25	Interest		To record interest		(2,464.39)	
12/31/25	Interest		To record interest		(3,146.43)	
01/31/26	Interest		To record interest		(20,928.64)	
02/28/26	Interest		To reallocate January interest		19,273.04	
02/28/26	Interest		To record interest		(1,650.89)	
03/31/26	Interest		To record interest		(1,639.20)	
			Totals for 10-420-ADM		(31,596.31)	(31,596.31)
10-420-BRC	**Interest Earned**			0.00		
05/31/25	Interest		To record interest		(47,810.26)	
06/30/25	Interest		To record interest		(49,610.09)	
07/31/25	Interest		To record interest		(47,294.95)	
08/31/25	Interest		To record interest		(44,610.61)	
09/30/25	Interest		To record interest		(47,207.79)	
10/31/25	Interest		To record interest		(45,034.88)	
11/30/25	Interest		To record interest		(39,191.67)	
12/31/25	Interest		To record interest		(41,375.32)	
01/31/26	Interest		To record interest		(20,065.22)	
02/28/26	Interest		To reallocate January interest		(18,409.45)	
02/28/26	Interest		To record interest		(38,506.06)	
03/31/26	Interest		To record interest		(43,258.29)	
			Totals for 10-420-BRC		(482,374.59)	(482,374.59)
10-430	**Other Income**			0.00		
11/30/25	Reclass		To reclass bond proceeds to correct revenue line		(1,168,000.00)	
			Totals for 10-430		(1,168,000.00)	(1,168,000.00)
10-450	**Transfer In**			0.00		
			Totals for 10-450		0.00	0.00
10-459	**Bond Proceeds**			0.00		
06/30/25	Bond Issuance		To record Bond Issuance - 06.12.25		(1,168,000.00)	
11/30/25	Reclass		To reclass bond proceeds to correct revenue line		1,168,000.00	
			Totals for 10-459		0.00	0.00
10-706	**Architectrual/Engineering**			0.00		
			Totals for 10-706		0.00	0.00

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
10-706-ADM	**Architectrual/Engineering**			0.00		
			Totals for 10-706-ADM		0.00	0.00
10-706-BEA	**Architectrual/Engineering**			0.00		
			Totals for 10-706-BEA		0.00	0.00
10-706-BRC	**Architectrual/Engineering**			0.00		
05/13/25	4574		GYMNASIUM ADDITION		56,151.16	
05/13/25	4574		GYMNASIUM ADDITION		95,825.00	
06/10/25	4623		GYM ADDITION		93,638.96	
07/15/25	4692		GYMNASIUM ADDITION		56,227.87	
09/09/25	4792		INVOICE 6036		43,000.00	
09/09/25	4792		INVOICE 5888		37,210.94	
11/11/25	4894		INVOICE 6045		37,000.00	
02/10/26	5116		LEGAL NOTICE		196.38	
02/10/26	5116		COURT REPORTER		1,775.00	
02/10/26	5116		ENGINEERING FEES		247.50	
02/10/26	5116		LEGAL REVIEW		2,031.50	
02/10/26	5116		RECORDING FEES		330.00	
03/10/26	5158		INVOICE 6184		61,678.21	
03/10/26	5158		INVOICE 6238		129,982.74	
03/10/26	5158		INVOICE 6302		2,449.00	
03/10/26	5158		INVOICE 6360		2,777.90	
03/12/26	5162		PERMIT FEE		38,315.00	
			Totals for 10-706-BRC		658,837.16	658,837.16
10-706-PKS	**Architectrual/Engineering**			0.00		
			Totals for 10-706-PKS		0.00	0.00
10-706-ROB	**Architectrual/Engineering**			0.00		
12/09/25	5039		ROBINHOOD INSPECTIONS		300.00	
			Totals for 10-706-ROB		300.00	300.00
10-706-YEN	**Architectrual/Engineering**			0.00		
07/15/25	4661		INVOICE 15788		313.45	
07/15/25	4661		INVOICE 16202		1,232.63	
07/15/25	4661		INVOICE 15147		6,219.74	
11/11/25	4878		INVOICE 17185		4,878.28	
12/09/25	5000		INVOICE 16707		5,051.40	
12/09/25	5000		INVOICE 17749		780.71	
01/13/26	5061		INVOICE 18326		1,670.28	
02/10/26	5117		COURT REPORTER		1,010.00	
02/10/26	5117		LEGAL REVIEW		1,414.07	
02/10/26	5117		RECORDING FEE		330.00	
02/10/26	5117		(CREDIT APPLIED)		(60.00)	
			Totals for 10-706-YEN		22,840.56	22,840.56
10-810	**Land**			0.00		
			Totals for 10-810		0.00	0.00
10-810-PKS	**Land**			0.00		
09/30/25	Deposit		To record Misc. Deposit - September 2025		(2,000.00)	
			Totals for 10-810-PKS		(2,000.00)	(2,000.00)
10-811	**Land Improvements**			0.00		
			Totals for 10-811		0.00	0.00

Community Park District of La Grange Park
General Ledger
May 1, 2025 - March 31, 2026

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period End Balance
10-811-BEA	**Land Improvements**			0.00		
06/10/25	4597		B/O LOOKOUT TOWER		7,500.00	
			Totals for 10-811-BEA		7,500.00	7,500.00
10-811-MEM	**Land Improvements**			0.00		
			Totals for 10-811-MEM		0.00	0.00
10-811-PKS	**Land Improvements**			0.00		
08/01/25	4710		Landscaping at 1150 Meadowcrest partial payment		14,936.00	
10/21/25	4865		DIG RIGHT IN LANDSCAPING		15,063.00	
12/09/25	5021		MEADOWCREST GAS DISCONNECT		2,319.71	
			Totals for 10-811-PKS		32,318.71	32,318.71
10-811-ROB	**Land Improvements**			0.00		
08/01/25	4709		Robinhood Playground Equipment		61,271.23	
12/09/25	4991		INVOICE PJI-0286805		37,690.00	
02/10/26	5112		INVOICE 9450		60,730.00	
			Totals for 10-811-ROB		159,691.23	159,691.23
10-811-YEN	**Land Improvements**			0.00		
05/13/25	4557		YENA PARK		21,960.00	
05/13/25	4565		YENA PARK		19,860.00	
06/10/25	4605		PLAYGROUND EQUIPMENT		89,168.00	
06/10/25	4614		YENA		1,682.00	
08/12/25	4723		PAYOUT REQUEST 4		111,374.10	
10/14/25	4832		LANDWORKS LTD.		195,235.64	
12/09/25	5007		YENA PAYOUT #6		719,058.85	
			Totals for 10-811-YEN		1,158,338.59	1,158,338.59
10-812	**Building Improvements**			0.00		
			Totals for 10-812		0.00	0.00
10-812-BRC	**Building Improvements**			0.00		
01/21/26	5088		CB25-109		1,699.04	
			Totals for 10-812-BRC		1,699.04	1,699.04
10-813	**Machinery**			0.00		
			Totals for 10-813		0.00	0.00
10-814	**Equipment**			0.00		
			Totals for 10-814		0.00	0.00
10-814-BRC	**Equipment**			0.00		
			Totals for 10-814-BRC		0.00	0.00
10-814-FIT	**Equipment**			0.00		
10/31/25	Reclass		To reclass check# 4705 from 02-630-FIT to 10-814-FIT		20,000.00	
			Totals for 10-814-FIT		20,000.00	20,000.00
10-814-PKS	**Equipment**			0.00		
08/12/25	4740		SNOWPLOW		7,079.00	
10/14/25	4847		BUNKER		19,786.60	
			Totals for 10-814-PKS		26,865.60	26,865.60

Net Profit/(Loss)

Current Period	(190,305.36)		
Year-to-Date	(61,294.99)	**Report Total**	61,294.99

Distribution count = 78

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

CAPITAL PROJECT FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
410 - Grants	$ 0.00	$ 342,500.00	$ 0.00	$ 0.00	$ 642,500.00	$ 300,000.00	53.31%
412 - Program Sponsorships	0.00	0.00	0.00	0.00	39,400.00	39,400.00	0.00%
416 - Park Improvement Donations	18,000.00	18,625.00	0.00	0.00	0.00	(18,625.00)	0.00%
420 - Interest Earned	44,897.49	513,970.90	54,004.53	298,277.20	300,000.00	(213,970.90)	171.32%
430 - Other Income	0.00	1,168,000.00	0.00	0.00	1,147,085.00	(20,915.00)	101.82%
450 - Transfer In	0.00	0.00	0.00	425,000.00	0.00	0.00	0.00%
459 - Bond Proceeds - 10/2024	0.00	0.00	0.00	12,800,576.96	0.00	0.00	0.00%
Total Revenue	62,897.49	2,043,095.90	54,004.53	13,523,854.16	2,128,985.00	85,889.10	95.97%
Expenses							
706 - Architectrual/Engineering	235,202.85	681,977.72	22,659.16	265,357.03	825,000.00	143,022.28	82.66%
810 - Land	0.00	(2,000.00)	710,235.00	710,235.00	0.00	2,000.00	0.00%
811 - Land Improvements	0.00	1,357,848.53	0.00	303,177.20	2,195,886.00	838,037.47	61.84%
812 - Building Improvements	0.00	1,699.04	0.00	0.00	12,100,000.00	12,098,300.96	0.01%
814 - Equipment	0.00	46,865.60	0.00	0.00	150,000.00	103,134.40	31.24%
Total Expenses	235,202.85	2,086,390.89	732,894.16	1,278,769.23	15,270,886.00	13,184,495.11	13.66%
Excess Revenues (Expenses)	$ (172,305.36)	$ (43,294.99)	$ (678,889.63)	$ 12,245,084.93	$ (13,141,901.00)	$ (13,098,606.01)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

PARK ASSISTANCE FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
405 - Program Fees	$ 0.00	$ 1,400.00	$ 0.00	$ 1,578.75	$ 0.00	$ (1,400.00)	0.00%
412 - Program Sponsorships	0.00	0.00	100.00	1,045.00	500.00	500.00	0.00%
420 - Interest Earned	52.65	576.35	56.03	714.39	1.00	(575.35)	57635.00%
Total Revenue	52.65	1,976.35	156.03	3,338.14	501.00	(1,475.35)	394.48%
Expenses							
630 - Office/Building/Program Supplies	325.99	694.62	300.00	1,787.68	5,000.00	4,305.38	13.89%
Total Expenses	325.99	694.62	300.00	1,787.68	5,000.00	4,305.38	13.89%
Excess Revenues (Expenses)	$ (273.34)	$ 1,281.73	$ (143.97)	$ 1,550.46	$ (4,499.00)	$ (5,780.73)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

OSLAD 2024 FUND	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
410 - Grants	$ 0.00	$ 0.00	$ 0.00	$ 300,000.00	$ 0.00	$ 0.00	0.00
420 - Interest Earned	611.31	6,738.66	1,157.26	2,094.19	0.00	(6,738.66)	0.00
Total Revenue	611.31	6,738.66	1,157.26	302,094.19	0.00	(6,738.66)	0.00
Expenses							
Excess Revenues (Expenses)	$ 611.31	$ 6,738.66	$ 1,157.26	$ 302,094.19	$ 0.00	$ (6,738.66)	

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

ALL FUNDS	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue							
401 - Property Taxes	$ 375,658.80	$ 2,359,336.90	$ 485,888.53	$ 1,347,693.21	$ 2,308,694.00	$ (50,642.90)	102.19%
402 - Replacement Taxes	1,257.43	22,929.51	1,531.63	24,651.14	15,000.00	(7,929.51)	152.86%
405 - Program Fees	119,809.56	1,093,765.68	53,655.00	789,107.75	1,370,800.00	277,034.32	79.79%
410 - Grants	0.00	342,500.00	0.00	300,000.00	642,500.00	300,000.00	53.31%
412 - Program Sponsorships	0.00	6,704.02	100.00	4,333.44	59,750.00	53,045.98	11.22%
415 - Building Improvement Donations	15.00	1,820.00	0.00	0.00	0.00	(1,820.00)	0.00%
416 - Park Improvement Donations	18,000.00	18,625.00	0.00	0.00	0.00	(18,625.00)	0.00%
420 - Interest Earned	48,385.21	552,068.06	59,416.62	369,627.77	350,226.00	(201,842.06)	157.63%
430 - Other Income	5,041.25	1,260,355.30	11,388.96	49,200.75	1,179,585.00	(80,770.30)	106.85%
450 - Transfer In	0.00	0.00	0.00	425,000.00	0.00	0.00	0.00%
459 - Bond Proceeds - 10/2024	0.00	0.00	0.00	12,800,576.96	0.00	0.00	0.00%
Total Revenue	568,167.25	5,658,104.47	611,980.74	16,110,191.02	5,926,555.00	268,450.53	95.47%
Expenses							
501 - Full Time Wages	43,663.92	489,620.03	38,098.09	408,328.94	557,644.00	68,023.97	87.80%
502 - Part Time Wages	23,432.97	376,831.77	16,775.72	233,615.11	410,658.00	33,826.23	91.76%
503 - Overtime Wages	0.00	5,613.67	420.66	1,822.86	7,500.00	1,886.33	74.85%
504 - Interns Wages	0.00	0.00	0.00	0.00	1,100.00	1,100.00	0.00%
505 - Wages Imrf	26,820.96	240,932.58	15,176.32	182,116.40	356,395.00	115,462.42	67.60%
510 - Imrf Employer Contribution	4,118.19	38,562.91	2,824.53	28,244.64	44,250.00	5,687.09	87.15%
511 - Fica Employer Contribution	7,224.36	85,657.53	5,426.34	63,581.84	93,000.00	7,342.47	92.10%
512 - Health/Life Insurance	15,364.12	163,752.04	12,294.29	132,868.62	184,237.00	20,484.96	88.88%
513 - Employee Reimbursements	203.16	8,802.36	681.54	7,873.69	10,000.00	1,197.64	88.02%
514 - Professional Development	3,110.29	10,361.97	382.95	11,716.06	15,450.00	5,088.03	67.07%
515 - Uniforms	0.00	5,701.55	0.00	910.55	8,000.00	2,298.45	71.27%
516 - Incentives/Awards/Recognition	101.53	2,154.84	108.44	2,439.46	3,500.00	1,345.16	61.57%
601 - Legal Publications	0.00	986.46	0.00	303.00	6,500.00	5,513.54	15.18%
602 - Postage	156.00	770.00	0.00	691.00	1,600.00	830.00	48.13%
608 - Professional Development	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00%
610 - Telephones	0.00	0.00	0.00	0.00	2,400.00	2,400.00	0.00%
611 - Natural Gas	2,359.10	9,589.26	518.52	5,153.62	20,900.00	11,310.74	45.88%
612 - Electric	3,242.56	37,565.40	2,337.27	25,712.39	51,650.00	14,084.60	72.73%
613 - Water	288.28	18,349.46	423.80	22,165.00	58,300.00	39,950.54	31.47%
614 - Internet	970.60	4,853.41	326.25	3,141.45	6,850.00	1,996.59	70.85%

REVENUE AND EXPENDITURE REPORT

For the 11 Months Ended 03/31/26

Target Budget
91.67%

ALL FUNDS	Current Year M-T-D Actual	Current Year Y-T-D Actual	Prior Year M-T-D Actual	Prior Year Y-T-D Actual	Annual Budget	Remaining Budget	% Collected Expended
620 - Association Dues	5,676.15	6,976.15	0.00	1,300.00	7,000.00	23.85	99.66%
621 - Park Board Expenses	117.30	1,771.60	15.99	854.21	2,000.00	228.40	88.58%
630 - Office/Building/Program Supplies	5,994.04	193,167.94	7,086.72	60,144.74	274,708.00	81,540.06	70.32%
631 - Landscaping Supplies	5.75	15,546.45	1,820.38	18,287.32	20,000.00	4,453.55	77.73%
632 - Fuel	170.03	4,524.30	196.96	3,881.25	8,000.00	3,475.70	56.55%
640 - Repair Parts	364.84	25,633.99	977.01	27,062.38	38,175.00	12,541.01	67.15%
641 - Rentals	12,813.00	111,521.15	401.00	7,007.30	131,500.00	19,978.85	84.81%
701 - Public Relations And Marketing	54.93	8,517.86	81.11	5,655.02	18,500.00	9,982.14	46.04%
702 - Computer Services	13,427.45	53,161.78	1,379.34	16,224.18	51,500.00	(1,661.78)	103.23%
703 - Security Services	542.13	9,949.04	484.00	2,027.51	12,800.00	2,850.96	77.73%
704 - Legal Services	2,495.00	15,788.75	4,410.00	9,382.50	12,500.00	(3,288.75)	126.31%
705 - Financial Services	2,636.00	38,460.00	2,557.00	37,951.00	47,350.00	8,890.00	81.22%
706 - Architectrual/Engineering	235,202.85	681,977.72	22,659.16	265,357.03	825,000.00	143,022.28	82.66%
707 - Landscaping Services	0.00	21,449.54	0.00	20,003.00	25,000.00	3,550.46	85.80%
708 - Printing And Design Services	950.16	8,172.04	388.61	10,167.54	27,500.00	19,327.96	29.72%
709 - Other Professional Services	11,148.80	128,283.12	6,239.10	83,669.04	180,222.00	51,938.88	71.18%
710 - Contractual Instructor Services	3,616.30	77,599.70	3,659.80	74,085.52	107,200.00	29,600.30	72.39%
711 - Refuse Disposal	1,782.00	11,624.00	877.90	8,620.86	15,000.00	3,376.00	77.49%
712 - Portable Toilets	207.00	7,685.50	0.00	7,252.94	1,775.00	(5,910.50)	432.99%
714 - Credit Card Fees	10,773.44	29,296.33	7,641.55	21,368.55	27,000.00	(2,296.33)	108.50%
715 - Bank Fees	0.00	0.00	0.00	75.18	848.00	848.00	0.00%
716 - Co-Op Fees	427.00	14,268.72	0.00	7,378.33	16,000.00	1,731.28	89.18%
717 - Pdrma Premium	0.00	28,736.52	0.00	27,985.92	28,737.00	0.48	100.00%
718 - Seaspar Contribution	0.00	86,232.00	0.00	65,363.00	88,845.00	2,613.00	97.06%
719 - Subscriptions	265.99	1,334.11	19.96	1,704.55	2,500.00	1,165.89	53.36%
801 - Bond Principal	0.00	335,000.00	0.00	215,000.00	330,000.00	(5,000.00)	101.52%
802 - Bond Interest	0.00	852,845.94	0.00	77,076.50	861,445.00	8,599.06	99.00%
803 - Paying Agent Fee	0.00	900.00	0.00	450.00	2,000.00	1,100.00	45.00%
810 - Land	0.00	(2,000.00)	710,235.00	710,235.00	0.00	2,000.00	0.00%
811 - Land Improvements	0.00	1,357,848.53	0.00	303,177.20	2,195,886.00	838,037.47	61.84%
812 - Building Improvements	0.00	1,699.04	0.00	0.00	12,100,000.00	12,098,300.96	0.01%
814 - Equipment	0.00	46,865.60	0.00	0.00	150,000.00	103,134.40	31.24%
901 - Contingency	905.00	5,149.00	0.00	6,736.44	158,850.00	153,701.00	3.24%
910 - Other Program Expenses	62.61	62.61	0.00	0.00	0.00	(62.61)	0.00%
950 - Transfer Out	0.00	0.00	0.00	425,000.00	0.00	0.00	0.00%
Total Expenses	440,693.81	5,680,154.27	866,925.31	3,651,168.64	19,608,775.00	13,928,620.73	28.97%
Excess Revenues (Expenses)	$ 127,473.44	$ (22,049.80)	$ (254,944.57)	$ 12,459,022.38	$ (13,682,220.00)	$ (13,660,170.20)	

Financial Highlights
Community Park District of La Grange Park

Board Meeting Date: 4/20/2026
Financial Statement Date: 3/31/2026
For activity from 3/11/2026 - 4/21/2026

Cash Disbursements:			**Amount**
Vendor Disbursments			
	Checks		420,554.46
	CC FEES	ACH	10,773.44
	IMRF	ACH	7,848.07
	IPBC	ACH	15,870.94
Total Vendor Disbursements			**455,046.91**

Payroll Disbursements:		**Amount**
March 13, 2026	Payroll Checks	1,881.34
	Payroll Direct Deposit	34,871.29
	Payroll Taxes	11,563.59
	Payroll Deductions	9,788.89
		58,105.11
March 27, 2026	Payroll Checks	1,471.27
	Payroll Direct Deposit	35,422.35
	Payroll Taxes	11,835.17
	Payroll Deductions	10,069.42
		58,798.21
April 10, 2026	Payroll Checks	1,589.21
	Payroll Direct Deposit	33,000.80
	Payroll Taxes	11,188.74
	Payroll Deductions	9,869.25
		55,648.00
Total Payroll Disbursements		**172,551.32**
Total Disbursements for Approval		**$ 627,598.23**

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Check Register
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March 11, 2026 - April 21, 2026

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Vendor Checks						
01-221	FICA Withholding	Illinois Department of Revenue	2,096.58			
01-221	FICA Withholding	Internal Revenue Service	9,467.01			
01-221	FICA Withholding	Illinois Department of Revenue	2,138.63			
01-221	FICA Withholding	Internal Revenue Service	9,696.54			
01-221	FICA Withholding	Illinois Department of Revenue	1,996.29			
01-221	FICA Withholding	Internal Revenue Service	9,192.45			
VILLAGE OF LAGRANGE PARK				5162	03/12/26	38,315.00
10-706-BRC	Architectrual/Engineering	PERMIT FEE	38,315.00			
ACE HARDWARE				5163	04/21/26	93.85
01-631-PKS	Landscaping Supplies	PARK SUPPLIES	35.77			
02-630-BRC	Supplies	VACUUM BELT	6.83			
02-630-BRC	Supplies	WALL SCRAPPER	12.58			
01-640-VEH	Repair Parts	CAR SUPPLIES	22.48			
02-630-BRC	Supplies	CORDS	16.19			
AHW LLC				5164	04/21/26	201.61
01-640-VEH	Repair Parts	ACCOUNT 175613	201.61			
AMY CALLAHAN				5165	04/21/26	28.53
02-630-PTT	Supplies	THEATER PROPS	28.53			
ANCEL, GLINK, DIAMOND, BUSH, DICIANNI &				5166	04/21/26	2,467.50
01-704-ADM	Legal Services	STATEMENT 117254	61.25			
01-704-ADM	Legal Services	STATEMENT 118093	2,406.25			
BEACON ATHLETICS LLC				5167	04/21/26	584.70
01-631-PKS	Landscaping Supplies	INVOICE 0631173-IN	584.70			
BODY PLUMBING				5168	04/21/26	1,429.35
01-709-BPK	Other Professional Services	INVOICE 61226	439.80			
02-709-BRC	Other Professional Services	INVOICE 61226	329.85			
02-709-FIT	Other Professional Services	INVOICE 61227	439.80			
01-709-BPK	Other Professional Services	INVOICE 61225	219.90			
CALEB ARTHUR				5169	04/21/26	75.00
02-901-PSA	Contingency	PICKLEBALL	75.00			
CASE LOTS INC.				5170	04/21/26	1,237.70
02-630-BRC	Supplies	INVOICE 6582	89.90			
02-630-BRC	Supplies	INVOICE 7347	73.90			
02-630-BRC	Supplies	INVOICE 7359	165.60			
02-630-FIT	Supplies	INVOICE 7493	468.30			
02-630-FIT	Supplies	INVOICE 6940	440.00			
CHANEL KOEPKE				5171	04/21/26	500.00

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Check Register
All Bank Accounts
March 11, 2026 - April 21, 2026

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
02-630-PYD	Supplies	INVOICE 05678	500.00			
CHICAGO HEIGHTS CONSTRUCTION CO.				5172	04/21/26	187,839.85
10-812-BRC	Building Improvements	PAYOUT #1	187,839.85			
CROWN TROPHY				5173	04/21/26	484.00
02-630-PSE	Supplies	INVOICE 56134	484.00			
CRYSTAL CLEAN, LLC				5174	04/21/26	200.00
01-709-BPK	Other Professional Services	INVOICE 19862472	200.00			
DE LAGE LANDEN FINANCIAL SERVICES, INC				5175	04/21/26	1,133.37
01-709-OFF	Other Professional Services	INVOICE 596402840	593.87			
01-709-OFF	Other Professional Services	INVOICE 596037385	539.50			
DEO CONSULTING, INC.				5176	04/21/26	297.00
02-709-PSU	Other Program Services	TRAINING F.Y. 26/27	297.00			
DIG RIGHT IN LANDSCAPING				5177	04/21/26	14,511.50
10-811-PKS	Land Improvements	MEADOWCREST PROPOSAL	14,511.50			
ERIN WEISSENBORN				5178	04/21/26	70.00
02-901-PSA	Contingency	PICKLEBALL	70.00			
GREEN-UP LANDSCAPING, INC.				5179	04/21/26	750.00
01-709-PKS	Other Professional Services	INVOICE 146580	750.00			
HANNAH PECIS				5180	04/21/26	1,500.00
02-708-PAD	Printing and Design Services	INVOICE 1003	1,500.00			
HOMER TREE CARE, INC				5181	04/21/26	3,500.00
01-707-PKS	Landscaping Services	INVOICE 63926	3,500.00			
ILLINOIS STATE POLICE				5182	04/21/26	200.00
06-703-ADM	Security Services	INVOICE 20260300527	200.00			
IMAGETEC LP				5183	04/21/26	820.29
02-630-PTT	Supplies	INVOICE 794291	273.43			
02-630-PRT	Supplies	INVOICE 794291	273.43			
02-630-FIT	Supplies	INVOICE 794291	273.43			
IMPERIAL DADE				5184	04/21/26	9,583.34
10-814-BRC	Equipment	ORDER 23271600	9,274.43			
02-630-BRC	Supplies	INVOICE 40944423	21.75			
02-630-BRC	Supplies	INVOICE 41250573	211.84			
02-630-BRC	Supplies	INVOICE 41331896	75.32			
INK YOUR WEAR, INC.				5185	04/21/26	264.25
02-709-FIT	Other Professional Services	INVOICE 1940	264.25			
JIM LANDAHL				5186	04/21/26	70.00
02-901-PSA	Contingency	PICKLEBALL	70.00			

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All Bank Accounts
March 11, 2026 - April 21, 2026

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
JOHN LANDAHL				5187	04/21/26	70.00
02-901-PSA	Contingency	PICKLEBALL	70.00			
JOHNSON CONTROLS SEC				5188	04/21/26	1,511.54
02-703-BRC	Security	INVOICE 42340446 F.Y. 26/27	1,511.54			
KEVIN LAGUARDIA				5189	04/21/26	25.00
02-901-PSA	Contingency	PICKLEBALL	25.00			
KIDCREATE STUDIO				5190	04/21/26	273.00
02-710-PGY	Program Service Contracts	INVOICE 37260661	273.00			
KIDS KARATE				5191	04/21/26	2,401.60
02-710-PSY	Program Service Contracts	SESSION 1 2026	2,401.60			
LA GRANGE PARK CHAMBER OF COMMERCE				5192	04/21/26	250.00
02-701-PAD	Public Relations/Marketing	RUN FOR THE ROSES	250.00			
LANDWORKS LTD.				5193	04/21/26	110,683.50
10-811-YEN	Land Improvements	PAYOUT REQUEST #7	110,683.50			
LAUTERBACH & AMEN, LLP				5194	04/21/26	2,636.00
01-705-ADM	Financial Services	INVOICE 116770	2,636.00			
LYONS TOWNSHIP SOCCER CLUB				5195	04/21/26	450.00
02-710-PSY	Program Service Contracts	JANUARY PROGRAM	450.00			
MAR-CO CLAY USA INC.				5196	04/21/26	535.60
01-631-PKS	Landscaping Supplies	MAR-CO CLAY USA INC.	535.60			
MARKET ACCESS CORP				5197	04/21/26	175.00
02-710-BRN	Program Service Contracts	INVBOICE 8972	175.00			
MATT NIEMAN				5198	04/21/26	75.00
02-901-PSA	Contingency	PICKLEBALL	75.00			
MICHAEL AMOFA				5199	04/21/26	25.00
02-901-PSA	Contingency	PICKLEBALL	25.00			
MICHAEL O'CONNOR				5200	04/21/26	70.00
02-901-PSA	Contingency	PICKLEBALL	70.00			
MICHELLE CZMIL				5201	04/21/26	100.00
02-405-BRN	Building Rental Fees	DEPOSIT RETURN	100.00			
MISS ANGIE'S MUSIC LLC				5202	04/21/26	1,130.50
02-710-PEC	Program Service Contracts	INVOICE 00071	1,130.50			
MITCH KARAM				5203	04/21/26	150.00
02-901-PSA	Contingency	PICKLEBALL	150.00			
NICOR				5204	04/21/26	1,596.39
02-611-BRC	Natural Gas	1501	507.21			
01-611-BPK	Natural Gas	132	67.62			
01-611-BPK	Natural Gas	845	335.88			

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
02-611-FIT	Natural Gas	1100	685.68			
NOVENTECH, INC.				5205	04/21/26	1,997.45
01-702-OFF	Computer Services	INVOICE 30413	627.15			
01-702-OFF	Computer Services	INVOICE 30478	367.80			
01-702-OFF	Computer Services	INVOICE 30387	125.00			
01-702-OFF	Computer Services	INVOICE 30532	877.50			
PETTY CASH				5206	04/21/26	30.69
02-630-PRT	Supplies	R.T. ROOM SUPPLIES	30.69			
PIT STOP				5207	04/21/26	192.23
08-712-PKS	Portable Toilets	INVOICE 697486	192.23			
QUILL CORPORATION				5208	04/21/26	339.84
02-630-OFF	Office/Building/Prog Supplies	INVOICE 48288090	170.17			
02-630-PSA	Supplies	INVOICE 48294945	36.36			
02-630-OFF	Office/Building/Prog Supplies	INVOICE 47914259	133.31			
REGIONAL TRUCK EQUIPMENT CO IN				5209	04/21/26	455.00
01-640-VEH	Repair Parts	INVOICE 64642	455.00			
SEAN THORNTON				5210	04/21/26	160.00
02-901-PSA	Contingency	PICKLEBALL ANNETTE AND SEAN	160.00			
SERVICE SANITATION, INC.				5211	04/21/26	533.11
08-712-PKS	Portable Toilets	INVOICES 9305966, 9305969, 9305970, 9305910	533.11			
SPORTSKIDS, INC				5212	04/21/26	938.00
02-710-PSY	Program Service Contracts	INVOICE 364217	588.00			
02-716-PSY	Co-op Fees	INVOICE 364209	350.00			
THREE OAKS GROUNDCOVERS				5213	04/21/26	5,610.00
08-630-PKS	Office/Building/Prog Supplies	INVOICE 2070	5,610.00			
TRIA ARCHITECTURE, INC.				5214	04/21/26	5,883.69
10-706-BRC	Architectrual/Engineering	INVOICE 6426	5,883.69			
UNIQUE PLUMBING, CO.				5215	04/21/26	332.00
02-709-FIT	Other Professional Services	INVOICE 20260276	332.00			
VALLENE BECKTEL				5216	04/21/26	750.00
02-630-PRT	Supplies	FACE PAINTER-R.T. PICNIC	750.00			
VAUPELL AUTO				5217	04/21/26	1,777.80
01-709-VEH	Other Professional Services	CAR REPAIR	1,777.80			
VILLAGE OF LAGRANGE PARK				5218	04/21/26	476.03
02-613-BRC	Water	1501	139.75			
01-613-PKS	Water	845	43.23			
02-613-FIT	Water	1100	293.05			

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March 11, 2026 - April 21, 2026

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
CAPTUREPOINT				CAPTURE	03/31/26	10,773.44
02-714-PAD	Credit Card Fees	CAPTUREPOINT	10,773.44			
FIFTH THIRD				Fifth Third	03/31/26	12,763.65
01-910	Other Program Expenses	FIFTH THIRD	15.38			
02-630-PTT	Supplies	BEETLEJUICE COSTUME ASSC	31.95			
02-630-PTT	Supplies	BEETLEJUICE JR COSTUMES	52.97			
02-630-PTT	Supplies	BEETLEJUICE COSTUME	19.98			
02-630-PTT	Supplies	BEETLEJUICE JR COSTUME AND PROPS	445.30			
02-630-OFF	Office/Building/Prog Supplies	OFFICE SUPPLIES	23.99			
02-630-OFF	Office/Building/Prog Supplies	OFFICE SUPPLIES	57.95			
01-630-BPK	Supplies - Park Buildings	WATER BOTTLE FILLER FOR MEMORIAL	332.70			
01-514-PKS	Professional Development	DE-ESCALATION TRAINING FOR SARA	79.95			
01-514-PKS	Professional Development	HSI CPR INSTRUCTOR TRAINING FOR SARA	415.00			
01-640-VEH	Repair Parts	DUMP TRUCK THERMOSTATS	86.17			
01-640-BPK	Repair Parts	BATTERIES FOR EMERGENCY LIGHTS AT 845	154.86			
01-640-VEH	Repair Parts	AIR FILTER FOR TRUCK	28.99			
01-640-VEH	Repair Parts	TRUCK THERMOSTAT	31.85			
01-630-VEH	Supplies	OIL PUMP	27.54			
01-632-VEH	Fuel	GAS	46.74			
01-630-VEH	Supplies	TRUCK OIL AND FILTER F250	62.42			
01-640-VEH	Repair Parts	THERMOSTAT 1 FOR SILVERADO	37.71			
01-632-VEH	Fuel	GAS	59.75			
01-514-PKS	Professional Development	OSHA-10 TRAINING FILEMON SANCHEZ	75.00			
01-514-PKS	Professional Development	PDRMA OSHA-10 TRAINING SARA EARHART	75.00			
01-630-VEH	Supplies	OIL SUPPLIES FOR MOWERS 2	52.55			
01-630-VEH	Supplies	OIL SUPPLIES FOR MOWERS 1	108.73			
01-630-VEH	Supplies	AIR FILTER	13.83			
01-630-VEH	Supplies	MOWER OIL FILTER	18.14			
01-630-VEH	Supplies	MOWER OIL AND FILTERS	193.79			
01-630-VEH	Supplies	TRUCK OIL FILERS AND OIL	43.73			
01-630-BPK	Supplies - Park Buildings	PRINTER INK	28.48			
01-514-PKS	Professional Development	MIPE AWARDS LUNCHEON 2026	160.00			
01-514-PKS	Professional Development	JANUARY ARBORIST MEETING FILY	10.00			
01-514-PKS	Professional Development	JANUARY ARBORIST MEETING SARA	10.00			
01-514-PKS	Professional Development	MIPE MEMBERSHIP RENEWAL SARA	30.00			
01-631-PKS	Landscaping Supplies	HOLIDAY LIGHTS	127.18			
02-630-FIT	Supplies	REPLACEMENT COFFEE MAKER FOR MEMBER LOUNGE.	19.99			
02-630-FIT	Supplies	REPLACEMENT CLEANING PRODUCTS AND ADHESIVE PUTTY FOR YELLOW BRICKS IN FITNESS CHALLENGE.	18.96			
02-630-FIT	Supplies	MATERIALS NEEDED FOR CLEANING SUPPLIES ALONG WITH BINDERS FOR PERSONAL TRAINERS TO LOG PROGRESS WITH CLIENTS.	19.55			
02-630-FIT	Supplies	REPLACEMENT PARTS NEEDED FOR TIMER CLOCKS AND LABEL MAKER FOR FACILITY GUEST PASS BINDER.	105.46			

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
02-630-FIT	Supplies	MATERIALS NEEDED FOR FITNESS CHALLENGE ALONG WITH CLEANING TOOLS.	20.17			
02-709-FIT	Other Professional Services	SERVICE TO MOVE EQUIPMENT PROPERLY TO AVOID STAFF INJURY.	600.00			
02-709-FIT	Other Professional Services	SERVICE TO PROPERLY INSTALL NEW FLOORING.	3,500.00			
02-709-FIT	Other Professional Services	SERVICE TO MOVE EQUIPMENT PROPERLY TO AVOID STAFF INJURY.	600.00			
02-630-PSE	Supplies	DADDY DAUGHTER DATE NIGHT - FOOD	246.88			
02-630-PSE	Supplies	DADDY DAUGHTER DATE NIGHT GROUP 2	144.75			
02-630-PSE	Supplies	DADDY DAUGHTER DATE NIGHT - FOOD FOR GROUP 1	164.75			
02-630-PSE	Supplies	DADDY DAUGHTER SUPPLIES	111.46			
02-630-PSE	Supplies	DADDY DAUGHTER SUPPLIES	51.05			
02-630-PSE	Supplies	DADDY DAUGHTER - DECORATIONS	42.93			
02-630-PSE	Supplies	DADDY DAUGHTER CUPCAKE DECORATIONS	15.39			
01-701-ADM	Public Relations and Marketing	MARKETING - FLYERS	14.99			
02-630-PSE	Supplies	DADDY DAUGHTER CUPCAKES	125.00			
01-514-ADM	Professional Development	IAPD CONFERENCE/LUNCH FRI.	12.24			
01-514-ADM	Professional Development	IAPD CONFERENCE/THURS. BREAKFAST	15.14			
01-514-ADM	Professional Development	IAPD CONFERENCE BREAKFAST (FOR MR & SZ)	48.70			
01-514-ADM	Professional Development	IAPD CONFERENCE/HOTEL	420.26			
01-514-ADM	Professional Development	IAPD CONFERENCE/BREAKFAST FRI.	5.81			
01-514-ADM	Professional Development	IAPD CONFERENCE/LUNCH	10.06			
01-719-ADM	Subscriptions	MARKETING EMAIL PLATFORM	110.00			
02-630-PSE	Supplies	FAMILY MAGIC NIGHT FOOD	117.19			
11-630-VMF	Program Supplies	ARBOR ADVOCATES PLAQUE	325.99			
02-630-PSE	Supplies	CRAFTS - FAMILY MAGIC NIGHT	53.04			
02-630-PSE	Supplies	FAMILY MAGIC NIGHT - BOOKS	186.56			
02-708-PAD	Printing and Design Services	READY TEDDY MARKETING (SIGNS)	501.18			
06-708-FIT	ADA ACCESSIBLE SIGNS	FIFTH THIRD	1,110.65			
01-630-OFF	Office/Building/Program Supplies	WHITE BOARD/OFFICE SUPPLIES	41.08			
01-709-ADM	Other Professional Services	MARKETING - FLYERS	14.99			
01-719-ADM	Subscriptions	NEWSLETTER PROGRAM	110.00			
02-630-PRT	Supplies	SPLIT-2	99.44			
02-630-PSE	Supplies	SPLIT-1	99.44			
01-701-ADM	Public Relations and Marketing	MISTAKEN CHARGE REVERSAL	-1.00			
01-701-ADM	Public Relations and Marketing	CANVA - MISTAKEN CHARGE	1.00			
02-630-PEN	Supplies	ENRICHMENT	6.81			
02-630-PRT	Supplies	READY TEDDY	21.44			
02-630-PEN	Supplies	ENRICHMENT	32.12			
02-630-PEN	Supplies	ENRICHMENT	20.43			
02-630-PRT	Supplies	READY TEDDY	6.87			
02-630-PEN	Supplies	ENRICHMENT	27.00			
02-630-PRT	Supplies	READY TEDDY SUPPLIES	8.82			
02-630-PRT	Supplies	READY TEDDY	5.99			
02-630-PRT	Supplies	READY TEDDY	9.99			
02-630-PRT	Supplies	READY TEDDY	3.00			
02-630-PRT	Supplies	READY TEDDY	0.98			

Community Park District of La Grange Park
Check Register
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March 11, 2026 - April 21, 2026

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
02-630-PEN	Supplies	ENRICHMENT	24.80			
02-630-PRT	Supplies	READY TEDDY	1.60			
02-630-PRT	Supplies	READY TEDDY SUPPLIES	20.66			
02-630-PRT	Supplies	READY TEDDY SUPPLIES	14.99			
02-630-PRT	Supplies	READY TEDDY SUPPLIES	28.98			
01-516-ADM	Incentives/Awards/Recognition	BK-PHILLIPS FLOWERS	-68.58			
01-514-ADM	Professional Development	JC-IPRA	-265.00			
02-630-PSA	Supplies	JM-AMAZON	-34.67			
02-630-BRC	Supplies	JM-AMAZON	-92.60			
02-630-BRN	Office/Building/Prog Supplies	JM-AMAZON	-99.99			
02-630-PSA	Supplies	JM-AMAZON	-34.67			
02-630-PSA	Supplies	JM-ROSATIS	-44.30			
02-709-FIT	Other Professional Services	JM-FITNESS MACHINE TECHNICIANS	-400.00			
02-630-PSA	Supplies	JM-AMAZON	-89.98			
02-630-BRN	Office/Building/Prog Supplies	JM-AMAZON	-57.98			
02-709-PTT	Other Program Services	JM-OAKBROOK TERRACE PARK	-4,425.00			
02-630-PRT	Supplies	JM-TARGET	-142.74			
02-630-FIT	Supplies	SC-TARGET	-104.58			
02-630-FIT	Supplies	SC-AMERICAN FLOOR MATS	-391.18			
01-630-BPK	Supplies - Park Buildings	SE-AMAZON	-23.73			
01-630-BPK	Supplies - Park Buildings	FS-JEWEL	-34.44			
02-630-FIT	Supplies	FS-HOME DEPOT	-74.05			
01-513-ADM	Employee Reimbursements	FS-TACOS	-518.38			
01-632-VEH	Fuel	FS-SHELL	-75.01			
02-708-FIT	Printing and Design Services	SZ-VISTAPRINT	-327.77			
02-708-FIT	Printing and Design Services	SZ-ANYPROMO.COM	-333.90			
02-630-PSE	Supplies	SZ-JEWEL	-106.95			
02-630-PTT	Supplies	MR-MENARDS	-264.99			
02-630-PTT	Supplies	MR-AMAZON	-19.08			
02-630-PTT	Supplies	MR-AMAZON	-31.08			
02-630-PTT	Supplies	MR-GOODWILL	-33.94			
02-630-PTT	Supplies	MR-AMAZON	-35.97			
02-630-PTT	Supplies	MR-AMAZON	-17.98			
02-630-PTT	Supplies	MR-AMAZON	-24.74			
01-630-ADM	Office/Building/Program Supplies	FLOWERS AND FOOD FOR OLGA FOR HER BROTHERS PASSING.	53.96			
06-703-ADM	Security Services	BACKGROUND CHECK FOR JACKSON BEYER	75.00			
01-640-VEH	Repair Parts	LIGHTS FOR RANGER DASHBOARD	25.26			
01-709-VEH	Other Professional Services	STATE INSPECTION BUS	42.00			
01-709-VEH	Other Professional Services	STATE INSPECTION DUMP TRUCK, F250 2025, BIG TRAILER	126.00			
01-630-PKS	Office/Building/Pro Supplies	STAFF LUNCH	37.35			
01-632-VEH	Fuel	GAS FOR TRUCKS, RECEIPT LOST AND FORM ATTACHED	80.54			
01-632-VEH	Fuel	GAS FOR TRUCK	58.01			
02-614-FIT	Internet	CPF INTERNET	144.70			
01-701-ADM	Public Relations and Marketing	ADOBE ACROBAT SUBSCRIPTION	39.94			
01-514-ADM	Professional Development	PROFESSIONAL DEVELOPMENT - RECORD MANAGEMENT FOR FINANCE OFFICERS	20.00			

Community Park District of La Grange Park
Check Register

All Bank Accounts

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
01-514-ADM	Professional Development	PROFESSIONAL DEVELOPMENT - CPRP RENEWAL	70.00			
01-614-OFF	Internet	REC CENTER INTERNET	185.70			
02-711-BRC	Refuse Disposal	REC CENTER GARBAGE	601.86			
01-711-PKS	Refuse Disposal	MAINT. GARBAGE	289.14			
01-614-BPK	Internet	MAINT. INTERNET	154.90			
01-514-ADM	Professional Development	2026 ILLINOIS SOARING TO NEW HEIGHTS CONFERENCE	648.75			
01-621-ADM	Park Board Expenses	REMOTE MEETING CAPABILITY	15.99			
01-514-ADM	Professional Development	CONFERENCE MEAL EXPENSE	25.67			
01-514-ADM	Professional Development	CONFERENCE MEAL EXPENSE	19.49			
01-516-ADM	Incentives/Awards/Recognition	STAFF APPRECIATION LUNCH	7.32			
01-516-ADM	Incentives/Awards/Recognition	STAFF APPRECIATION LUNCH	76.98			
01-514-ADM	Professional Development	EXECUTIVE DIRECTOR MEETING WITH LAGRANGE	58.61			
01-514-ADM	Professional Development	ILLINOIS GOVERNMENTAL FINANCIAL OFFICER'S ASSOCIATION MEMBERSHIP	225.00			
02-614-FIT	Internet	CPF INTERNET	144.70			
01-602-OFF	Postage	FIFTH THIRD	156.00			
02-711-PKS	Refuse Disposal	REC CENTER GARBAGE	601.86			
01-614-OFF	Internet	REC CENTER INTERNET	185.70			
01-711-PKS	Refuse Disposal	MAINT. GARBAGE	289.14			
01-630-OFF	Office/Building/Program Supplies	OFFICE SUPPLIES	36.80			
01-621-ADM	Park Board Expenses	REMOTE MEETING CAPABILITIES - BOARD EXPENSES	15.99			
01-614-BPK	Internet	MAINT. INTERNET	154.90			
02-630-PRT	Supplies	READY TEDDY - TPT	1.00			
02-516-ADM	LUNCH STAFF APPRECIATION	FIFTH THIRD	85.81			
02-514-PAD	Professional Development	PROFESSIONAL ASSOCIATION SSPRA. JUAN, JESSICA, AND KATHERINE	51.00			
02-630-PRT	Supplies	EYE WASH RT CLASSROOMS	19.25			
02-630-PRT	Supplies	LITTLE CHEFS ORDER ADD ON	8.15			
02-630-PRT	Supplies	LITTLE CHEFS SUPPLES	28.02			
02-630-PRT	Supplies	READY TEDDY - LITTLE CHEFS SUPPLIES	58.99			
02-630-PRT	Supplies	RM 104 CLASS SUPPLIES	56.97			
02-630-PRT	Supplies	READY TEDDY VALENTINES	35.41			
02-630-PRT	Supplies	BEADS RESUPPLY	13.28			
02-630-PEN	Supplies	ENRICHMENT SUPPLIES	57.04			
02-630-PSU	Supplies	SOFTWARE MONTH - CALENDLY FOR INTERVIEW	12.00			
02-630-ADM	CPR TRAINER REAUTHORIZATION	FIFTH THIRD	15.00			
02-630-ADM	CPR TRAINER REAUTHORIZATION	CPR TRAINING CREDITS - CPF STAFF	319.40			
02-630-PRT	Supplies	PB TAPE	85.60			
02-630-PRT	Supplies	RT VALENTINES PT 2	79.61			
02-630-PSA	Supplies	WIFFLEBALL SUPPLIES - PSA	57.93			
02-514-PAD	Professional Development	HOTEL FOR CONFERENCE - IPRA	471.90			
02-514-PAD	Professional Development	LUNCH - IPRA	36.85			
02-514-PAD	Professional Development	COFFEE - IPRA	5.81			
02-709-FIT	Other Professional Services	DYNAMIC MEDIA FEB - FITNESS CENTER	49.95			
02-514-PAD	Professional Development	DINNER. SUSAN, MICHELE, JUAN	104.08			
02-514-PAD	Professional Development	COFFEE - MISSING RECEIPT	3.90			

Community Park District of La Grange Park
Check Register
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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
02-514-PAD	Professional Development	LUNCH - IPRA	36.85			
02-514-PAD	Professional Development	BREAKFAST - IPRA	36.85			
02-514-PAD	Professional Development	BREAKFAST - JUAN IPRA	5.59			
02-630-PSA	Supplies	REFUND 2 - VB ANTENNAS	-34.67			
02-630-PSA	Supplies	REFUND - VB ANTENNAS	-34.67			
02-630-PSY	Supplies	STAFF APPRECIATION - ATHLETICS COORDINATORS	23.64			
02-630-PSU	Supplies	FUSION BEADS - COLD DAY OF FUN	39.69			
02-514-PAD	Professional Development	PARKING CONFERENCE	73.59			
02-709-FIT	Other Professional Services	JUST PEST SOLUTIONS - CPF	90.00			
02-630-PSA	Supplies	MEASURING WHEEL FOR ADULT SPORTS	16.94			
02-630-PSA	Supplies	PICKLEBALL TAPE	85.60			
02-709-FIT	Other Professional Services	MUSIC FOR CPF	49.95			
02-630-PSR	Supplies	SWEETHEART SOCIAL	38.44			
02-630-PSR	Supplies	SWEETHEART SOCIAL	19.00			
02-630-PSR	Supplies	MOVIE MATINEE	29.88			
02-630-PSR	Supplies	MOVIE MATINEE DECOR	4.13			
02-630-PSR	Supplies	SENIOR EVENT	36.00			
02-630-PTT	Supplies	LUNCH DURING PETER PAN AUDITIONS	55.53			
02-630-PSE	Supplies	DDDN MATERIAL	119.97			
01-910	Other Program Expenses	FIFTH THIRD	20.69			
02-630-PTT	Supplies	BEETLEJUICE JR COSTUME - RETURN - THE RECEIPT HAS A 2 IN BLUE CIRCLE	-11.73			
02-630-PTT	Supplies	BEETLEJUICE JR COSTUME - RETURN - THE RECEIPT HAS A 2 IN BLUE CIRCLE	-11.73			
02-630-PSE	Supplies	DDDN CRAFT	107.93			
02-630-PTT	Supplies	STRIPED BEETLEJUICE COSTUME RETURN	-19.98			
01-910	Other Program Expenses	FIFTH THIRD	13.40			
02-514-ADM	HOTEL CHARGE - I BELIEVE I DID NOT BOOK MY RESERVATION THE CORRECT WAY.	FIFTH THIRD	88.05			
02-514-PAD	Professional Development	CONFERENCE LUNCH	19.52			
02-514-PAD	Professional Development	CONFERENCE BREAKFAST	6.62			
02-630-PTT	Supplies	THE RIGHTS FOR PETER PAN	815.00			
01-910	Other Program Expenses	FIFTH THIRD	-29.98			
01-910	Other Program Expenses	FIFTH THIRD	-8.55			
02-630-PTT	Supplies	3 BEETLEJUICE JR COSTUME RETURN	-59.97			
02-630-PTT	Supplies	BEETLEJUICE - COSTUME RETURN	-19.99			
01-910	Other Program Expenses	FIFTH THIRD	-19.99			
02-630-PTT	Supplies	COSTUME RETURN - BEETLEJUICE JR	-19.67			
02-630-PTT	Supplies	STRIPED TSHIRT RETURN	-9.99			
02-630-PTT	Supplies	BEETLEJUICE JR WIG RETURN	-9.99			
02-630-PTT	Supplies	BEETLEJUICE JR RETURN RIBBON	-8.81			
02-630-PTT	Supplies	BEETLEJUICE JR - RETURN COSTUME	-24.74			
02-630-PTT	Supplies	BEETLE JUICE JR - RIBBON RETURNED	-25.98			
02-630-PTT	Supplies	BEETLEJUICE - RETURN LIGHTS	-17.10			
02-630-PTT	Supplies	FIFTH THIRD	99.46			
01-910	Other Program Expenses	FIFTH THIRD	37.84			

Community Park District of La Grange Park
Check Register
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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
02-630-PTT	Supplies	FOOD BETWEEN SHOWS ON SUNDAY	115.99			
02-630-PTT	Supplies	BEETLEJUICE FOOD FOR BETWEEN SAT SHOWS	107.57			
02-630-PTT	Supplies	BEETLEJUICE - SOUND	8.63			
02-630-PTT	Supplies	BEETLEJUICE - RAN OUT OF TAPE	19.20			
02-630-PTT	Supplies	COSTUME BEETLEJUICE JR	18.99			
02-630-PTT	Supplies	BEETLEJUICE - PROPS	18.38			
02-630-PTT	Supplies	THEATER - PROPS/TAPE	130.91			
01-910	Other Program Expenses	I DON'T KNOW WHAT TO CODE THIS TO, TIFFANY ORDERED A DESK TOP CALENDAR ON MY PARK CARD	9.99			
01-910	Other Program Expenses	TIFFANY ORDERED, I THINK IT'S ENRICHMENT	23.83			
02-630-PTT	Supplies	BEETLEJUICE COSTUMES AND PROPS	47.98			
02-630-PTT	Supplies	BEETLEJUICE COSTUMES	59.97			
02-630-PTT	Supplies	BEETLJUICE JR. PROPS/COSTUME ASSC. FOYER DECOR	135.52			
02-630-PTT	Supplies	COSTUMES FOR BEETLEJUICE JR	37.93			
ILL MUNICIPAL RETIREMENT FUND				IMRF	03/31/26	7,848.07
01-225	IMRF Withholding	ILL MUNICIPAL RETIREMENT FUND	7,848.07			
IPBC-HEALTH INS				IPBC	03/31/26	15,870.94
02-512-PAD	Health/Life Insurance - Prog Admin	IPBC - HEALTH INS- 03.26	6,457.97			
02-512-FIT	Health/Life Insurance - Rec Center	IPBC - HEALTH INS- 03.26	2,161.39			
01-512-PKS	Health/Life Insurance	IPBC - HEALTH INS- 03.26	4,329.22			
01-512-ADM	Health/Life Insurance	IPBC - HEALTH INS- 03.26	2,161.39			
02-512-BRC	Health/Life Insurance - Rec Center	IPBC - HEALTH INS- 03.26	747.07			
01-512-ADM	Health/Life Insurance	IPBC - HEALTH INS- 03.26 - Billing fee	13.90			
					Check List Total	455,046.91

Community Park District of La Grange Park
Payroll Journal Entry
March 11, 2026 - April 21, 2026

Reference	Date	GL Account	GL Account Description	Debit Amount	Credit Amount
Payroll Checks					
PAYROLL	04/10/26	999	Undistributed	59.90	
PAYROLL	03/13/26	01-110	1st Nat'l BF-Payroll Checking		36,752.63
PAYROLL	03/27/26	01-110	1st Nat'l BF-Payroll Checking		36,893.62
PAYROLL	04/10/26	01-110	1st Nat'l BF-Payroll Checking		34,590.01
PAYROLL	03/13/26	01-221	FICA Withholding		11,563.59
PAYROLL	03/27/26	01-221	FICA Withholding		11,835.17
PAYROLL	04/10/26	01-221	FICA Withholding		11,188.74
PAYROLL	03/13/26	01-224	Deferred Comp		188.50
PAYROLL	03/27/26	01-224	Deferred Comp		186.50
PAYROLL	04/10/26	01-224	Deferred Comp		188.50
PAYROLL	03/13/26	01-225	IMRF Withholding		3,914.32
PAYROLL	03/27/26	01-225	IMRF Withholding		4,196.85
PAYROLL	04/10/26	01-225	IMRF Withholding		3,994.68
PAYROLL	03/13/26	01-227	Dental Insurance Withholding		253.41
PAYROLL	03/27/26	01-227	Dental Insurance Withholding		253.41
PAYROLL	04/10/26	01-227	Dental Insurance Withholding		253.41
PAYROLL	03/13/26	01-501-ADM	Full Time Wages	4,590.00	
PAYROLL	03/27/26	01-501-ADM	Full Time Wages	4,590.00	
PAYROLL	04/10/26	01-501-ADM	Full Time Wages	4,590.00	
PAYROLL	03/13/26	01-505-ADM	Wages IMRF	973.44	
PAYROLL	03/27/26	01-505-ADM	Wages IMRF	882.18	
PAYROLL	04/10/26	01-505-ADM	Wages IMRF	861.90	
PAYROLL	03/13/26	01-513-ADM	Employee Reimbursements	310.77	
PAYROLL	03/27/26	01-513-ADM	Employee Reimbursements	230.77	
PAYROLL	04/10/26	01-513-ADM	Employee Reimbursements	310.77	
PAYROLL	03/13/26	01-512	Health/Life Insurance	5,432.66	
PAYROLL	03/27/26	01-512	Health/Life Insurance	5,432.66	
PAYROLL	04/10/26	01-512	Health/Life Insurance	5,432.66	
PAYROLL	03/13/26	03-510	IMRF Employer Contribution	1,978.96	
PAYROLL	03/27/26	03-510	IMRF Employer Contribution	2,139.23	
PAYROLL	04/10/26	03-510	IMRF Employer Contribution	1,964.63	
PAYROLL	03/13/26	04-511	FICA - Employer Contribution	3,583.99	
PAYROLL	03/27/26	04-511	FICA - Employer Contribution	3,640.37	
PAYROLL	04/10/26	04-511	FICA - Employer Contribution	3,406.15	
PAYROLL	03/13/26	01-505-OFF	Wages IMRF	2,365.18	
PAYROLL	03/27/26	01-505-OFF	Wages IMRF	2,369.49	
PAYROLL	04/10/26	01-505-OFF	Wages IMRF	2,021.20	
PAYROLL	03/13/26	01-501-PKS	Wages Full Time	4,730.00	
PAYROLL	03/27/26	01-501-PKS	Wages Full Time	4,730.00	
PAYROLL	04/10/26	01-501-PKS	Wages Full Time	4,730.00	
PAYROLL	03/13/26	01-513-PKS	Employee Reimbursements	70.00	
PAYROLL	04/10/26	01-513-PKS	Employee Reimbursements	70.00	
PAYROLL	03/13/26	02-501-PAD	Wages Full Time	6,805.39	
PAYROLL	03/27/26	02-501-PAD	Wages Full Time	6,805.39	
PAYROLL	04/10/26	02-501-PAD	Wages Full Time	6,805.39	
PAYROLL	03/13/26	02-502-PAD	Wages Part Time	9.75	
PAYROLL	03/27/26	02-502-PAD	Wages Part Time	112.13	
PAYROLL	03/13/26	02-505-PAD	Wages IMRF	1,239.75	
PAYROLL	03/27/26	02-505-PAD	Wages IMRF	1,486.75	
PAYROLL	04/10/26	02-505-PAD	Wages IMRF	1,508.13	
PAYROLL	03/13/26	02-513-PAD	Employee Reimbursements	110.00	
PAYROLL	04/10/26	02-513-PAD	Employee Reimbursements	110.00	
PAYROLL	03/13/26	02-501-BRC	Wages Full Time	1,539.85	
PAYROLL	03/27/26	02-501-BRC	Wages Full Time	1,648.00	
PAYROLL	04/10/26	02-501-BRC	Wages Full Time	1,648.00	
PAYROLL	03/13/26	02-502-BRC	Wages Part Time	310.25	
PAYROLL	03/27/26	02-502-BRC	Wages Part Time	42.50	
PAYROLL	03/13/26	02-502-BRN	Wages Part Time	323.00	

Community Park District of La Grange Park
Payroll Journal Entry
March 11, 2026 - April 21, 2026

Reference	Date	GL Account	GL Account Description	Debit Amount	Credit Amount
PAYROLL	03/27/26	02-502-BRN	Wages Part Time	165.75	
PAYROLL	03/13/26	02-501-PRT	Wages Full Time	596.15	
PAYROLL	03/27/26	02-501-PRT	Wages Full Time	596.15	
PAYROLL	04/10/26	02-501-PRT	Wages Full Time	596.15	
PAYROLL	03/13/26	02-502-PRT	Wages Part Time	1,466.88	
PAYROLL	03/27/26	02-502-PRT	Wages Part Time	1,438.57	
PAYROLL	04/10/26	02-502-PRT	Wages Part Time	865.42	
PAYROLL	03/13/26	02-505-PRT	Wages IMRF	5,595.72	
PAYROLL	03/27/26	02-505-PRT	Wages IMRF	5,959.55	
PAYROLL	04/10/26	02-505-PRT	Wages IMRF	4,041.72	
PAYROLL	03/13/26	02-502-PEN	Wages Part Time	733.59	
PAYROLL	03/27/26	02-502-PEN	Wages Part Time	457.29	
PAYROLL	04/10/26	02-502-PEN	Wages Part Time	304.59	
PAYROLL	03/27/26	02-630-PSE	Supplies	56.06	
PAYROLL	03/13/26	02-502-PTT	Wages Part Time	670.25	
PAYROLL	03/27/26	02-502-PTT	Wages Part Time	471.50	
PAYROLL	04/10/26	02-502-PTT	Wages Part Time	210.00	
PAYROLL	03/13/26	02-502-PYD	Wages Part Time	85.38	
PAYROLL	03/27/26	02-502-PYD	Wages Part Time	106.63	
PAYROLL	04/10/26	02-502-PYD	Wages Part Time	73.63	
PAYROLL	03/13/26	02-502-PGA	Wages Part Time	210.00	
PAYROLL	03/27/26	02-502-PGA	Wages Part Time	150.00	
PAYROLL	04/10/26	02-502-PGA	Wages Part Time	165.00	
PAYROLL	03/13/26	02-502-PSA	Wages Part Time	1,206.00	
PAYROLL	03/27/26	02-502-PSA	Wages Part Time	926.50	
PAYROLL	04/10/26	02-502-PSA	Wages Part Time	425.50	
PAYROLL	03/13/26	02-502-PFT	Wages Part Time	144.00	
PAYROLL	03/27/26	02-502-PFT	Wages Part Time	144.00	
PAYROLL	04/10/26	02-502-PFT	Wages Part Time	108.00	
PAYROLL	03/13/26	08-501-ADM	Full Time Wages	510.00	
PAYROLL	03/27/26	08-501-ADM	Full Time Wages	510.00	
PAYROLL	04/10/26	08-501-ADM	Full Time Wages	510.00	
PAYROLL	03/27/26	08-505-PRT	IMRF Wages	42.50	
PAYROLL	04/10/26	08-505-PRT	IMRF Wages	12.75	
PAYROLL	03/13/26	01-231	Health Insurance Withholding		5,432.66
PAYROLL	03/27/26	01-231	Health Insurance Withholding		5,432.66
PAYROLL	04/10/26	01-231	Health Insurance Withholding		5,432.66
PAYROLL	04/10/26	02-502-PGY	Part Time Wages	945.23	
PAYROLL	04/10/26	02-502-PSE	Part Time Wages	56.00	
PAYROLL	03/13/26	01-505-PKS	Wages IMRF	326.04	
PAYROLL	03/27/26	01-505-PKS	Wages IMRF	1,504.36	
PAYROLL	04/10/26	01-505-PKS	Wages IMRF	1,830.40	
PAYROLL	03/13/26	02-501-PTT	Wages Full Time	119.23	
PAYROLL	03/27/26	02-501-PTT	Wages Full Time	119.23	
PAYROLL	04/10/26	02-501-PTT	Wages Full Time	119.23	
PAYROLL	03/13/26	02-501-PYD	Wages Full Time	190.77	
PAYROLL	03/27/26	02-501-PYD	Wages Full Time	190.77	
PAYROLL	04/10/26	02-501-PYD	Wages Full Time	190.77	
PAYROLL	03/13/26	02-501-BRN	Wages Full Time	162.23	
PAYROLL	03/13/26	02-501-FIT	Wages Full Time	2,615.38	
PAYROLL	03/27/26	02-501-FIT	Wages Full Time	2,615.38	
PAYROLL	04/10/26	02-501-FIT	Wages Full Time	2,615.38	
PAYROLL	03/13/26	02-502-FIT	Wages Part Time	7,087.00	
PAYROLL	03/27/26	02-502-FIT	Wages Part Time	7,172.00	
PAYROLL	04/10/26	02-502-FIT	Wages Part Time	6,916.00	
PAYROLL	03/13/26	02-505-FIT	Wages IMRF	2,013.50	
PAYROLL	03/27/26	02-505-FIT	Wages IMRF	2,062.50	
PAYROLL	04/10/26	02-505-FIT	Wages IMRF	2,143.50	
			Totals	172,551.32	172,551.32

Distribution count = 116

To: Robert Corte
President, Community Park District Board Commissioners

From: Jessica Cannaday

Date: April 17, 2026

Re: Yena Park Pickleball Sound Mitigation | Item 12a

Recommendation

Motion and a second to approve the purchase of 120ft of SLN/CR sound mitigation material in an amount not to exceed $15,056.00.

Background

Last month, the board requested additional information regarding the SLN/CR sound mitigation material. The responses from SLN/CR are below. Brett Cooper will also be present virtually to answer any additional questions you may have regarding this solution.

Additional Info on SLN/CR pickleball sound mitigation product:

- SLN/CR screens have a 15-20 Year life span, 1 year product manufacturer defect warranty, 3 year fade warranty.
- Easily installed with 2 people, no special tools, and installation directions are included with product.
- Please see attached case study from Bozeman MT, and FAQ info from website below:

SLN/CR NanoBaffle Outdoor Pickleball Sound Barriers | Eliminate 50%+ Noise | SLN/CR

We asked how high a wind these panels can take before they need to be rolled up and tied and if we have to take them down in the winter or not to keep the 15-20 year life span.

Response:

"Great questions. The wind issue is less about our product and more about your fence. Our product itself can withstand incredibly high winds. The material does not have a wind rating itself because that metric is used to measure the speed a material will resist wind, for example shingles and siding. The real question you are likely wondering is what the rating of the FENCE would be with our material on it. Having said that, we are not structural engineers so we cannot provide any calculation for that. I will share that anecdotally all our customers who have court conversions from tennis to pickleball have used the existing fencing. And with one exception in Dillon, CO all new projects have used basic fencing for our product. I think the weight of MLV **(Mass Loaded Vinyl used by other companies, different product than SLN/CR material)* provides additional stress. Also, our product is attached using plastic zip ties that are designed to break at certain loads while MLV is put up with metal ties, something much more secure. Unlike Florida with hurricane warnings, you likely would not be able to predict wind events and would be best to rely on the zip ties to function in their capacity to protect the fence structure.

As far as taking them down, it is a simple cost benefit calculation. The effectiveness of the panel will not degrade over time. The condition will eventually deteriorate a little, as mother nature always wins. There is also a direct labor cost to take them down. You need space to store them properly. And there is a cost to install them every spring. Even if it is merely opportunity cost for the parks crew, when you multiply that over 15 years the cost adds up, likely more than new product. My recommendation would be to leave them up.

Please let me know if I can provide any other assistance. The Bozeman case study is a great tool: real world results, taken by an acoustics professor, that shows a 50% reduction in perceived noise. I am also available to present to the Board if you like.”

Memo

To: Executive Director Jessica Cannaday
From: Superintendent of Parks Sara Earhart
Date: 3/4/2026
Re: Pickleball Sound Mitigation at Yena Park

Recommended Action: Approve SLNCR 120ft of sound mitigation product

Background Info: Currently Yena Park is under construction and new pickleball courts are being installed in the South West corner of the park. Concerns have recently been raised about the sound levels that might be experienced by the homes West of the park along Harrison Ave during pickleball play.

In light of these concerns the Community Park District has been researching options for sound mitigation products to reduce noise levels outside of the playing enclosure West of the courts.

At this time we have received a sound study of the area and two estimates from SLN/CR for sound mitigation options. This product resembles a windscreen and can be rolled up and secured during high winds if necessary. SLN/CR makes note that its product is light-weight and dampens noise, rather than redirecting sound back into the courts.

Other companies and products have been researched by our contractor JSD. JSD has found that "other options are not really feasible as new fencing would have to be removed. Even the product that is attached to existing fencing, might not be able to be attached with the current post spacing (8-ft. on center)." These companies include PickleTile & PickleGlass and Acousitfence.

Community Park District has requested that JSD move forward with collecting additional estimates wherever possible and have any additional companies specify any concerns or modifications that may be required to install their products, if options exist for the fencing currently installed at Yena Park.

Attached: Estimate sheet, SLN/CR Quotes, SLN/CR

Community Park District of LaGrange Park

Competitive Cost - Quote Sheet

Program/Facility: **Yena Pickleball** **Date**: 3/4/2026

Product or Service: Pickleball sound mitagation

Staff Member Name: **Sara Earhart**

Circle the Company you have selected. A minimum of 3 vendors/quotes should be solicited

Company Name	Quantity	Price	Total
SLNCR	120ft sound mitigation	$15,056.00	$15,056.00
SLNCR	240 Ft Sound mitigation	$28,424.50	$28,424.50

**Please note any special circumstances (i.e. free shipping, ability to meet a short deadline,
etc.) or reason for not selecting the lowest priced quote.**

____

____

**Cost Quotes are required for material or service of $1,000 or greater. Attach this sheet along with vendor pricing documents to the Accounts Payable Voucher and process for
payment. All staff are responsible for obtaining the best prices for the district. Staff should be prepared to provide price comparisons for all purchases.**

Manager Approval: ______________________________________

Executive Director Approval: ________________________________

Finance Approval: ______________________________________

Date: ____________________

Memo

To: The Board of Commissioners

From: Brittany Kuchynka, Executive and HR Assistant

Date: March 30, 2026

Re: Personnel Policy Updates

Recommendation: Motion and a second to approve the revisions and updates to the Community Park District Personnel Policy Manual.

Background:
Under the advisement of Melissa Hall from Ancel Glink, the Personnel Policy has been updated. The final draft is attached for the Board of Commissioners to approve. The working draft is also attached to this memo, with "Track Changes" enabled, so that updates are clearly visible and can be reviewed, approved.

The primary goal with these updates is to ensure the policy reflects current employment law and best practices. Such as the Nursing Mothers in the Workplace Act, Victims' Economic Safety and Security Act (VESSA) and the Cook County Paid Leave Act.

In addition, we have revised the paid time off (PTO) structure for all employees. These changes simplify the system by eliminating separate "buckets" of time off for full-time employees and implementing a more streamlined accrual process. Our goal is to create a policy that is equitable for both part-time and full-time employees and easy to administer.

Additional edits were made to align with industry standards, address the evolving needs of the district and to reflect a more modern workplace. Examples of these changes include updating the internet use policy to reflect a more modern time, by including Artificial Intelligence and creating a telecommuting policy.

In general, throughout the policy updates to language have been made to reflect language we use at the Community Park District. For example, "department head" has been updated to "Superintendent." Other minor edits to punctuation and grammar have also been made.

Below is a detailed list of the changes

1.1 Equal Employment Opportunity

Section was updated to include more inclusive classes and include updates from the amendments to the IL Human Rights Act.

1.2 Non-Discrimination and Anti-Harassment Policy

Paragraph was added to include a policy on not using Artificial Intelligence to discriminate

1.5 Policy/Problem Solving Procedure

This section has been added to help with communication.

1.6 Anti-Nepotism and Romantic Relationship Policy

This section has been completely updated. The anti-nepotism policy was updated and newly added language about romantic language has been included. The previous section 6.17 Romantic and Sexual Relationships can be removed with the combination of this section.

1.8 Classification, Definitions, Status of Employees

Seasonal IMRF Eligible distinction has been added for those that work seasonal jobs but reach the 1,000 hour a year threshold for IMRF eligibility.

1.11 Employment in More than One department

Section has been added because with the addition of the Fitness Center, there is more room for employees working in more than one department.

1.13 Child Labor Laws: Employment of Minors

Updates are from child labor laws and some formatting changes.

1.15 Workplace Drug and Alcohol-Free Policy

Added post-accident or post-incident testing. This seems to be an industry standard

1.18 Telecommuting

Added this section.

2.2 Overtime and Compensatory Time

Added 16 hours of comp time as a maximum cap. Removed Comp time option for non-exempt employees.

2.7 Meal and Rest periods

Added meal break clarification and nursing mothers break in compliance with Nursing Mothers in the Workplace Act amendments for paid break time effective Jan 1, 2026

2.9 Overstaffing
Added this section.

3.1 Holidays
Added Floating holiday for 12/26 holiday.

3.2 Sick days
Updated number of sick days and removed the payout upon termination.

3.3 Paid Time Off-Full Time Staff
This section was previously section 3.2 Vacation Days and section 3.3 Personal Days. Removed “personal” days but the days are given back to Full time employees in their Paid Time Off. The goal is to make PTO easy to understand and use, and combining personal days and vacation days to “paid time off” will help streamline this process.

The chart is updated to reflect the timing of earning more of these days off, but the accruals are the same.

3.4 Part Time Staff Paid Time Off
Cook County Paid Leave Act. This allows all part-time employees to accrue paid time off hours.

3.5 Bereavement Leave
Updated with Melissa’s recommendations with language and legislative updates.

3.10 Military Leave
Updated with Melissa’s recommendations with language and legislative updates.

3.12 Catastrophic Sick Leave Bank (formerly)
This section has been removed.

3.12 Blood and Organ Donation Leave
Updated with Melissa’s recommendations with language and legislative updates.

3.13 Illinois Family Military and Funeral Honors Detail Leave
Updated with Melissa’s recommendations with language and legislative updates.

3.14 Victims’ Economic Safety and Security Act (Vessa) Policy
Updated with Melissa’s recommendations with language and legislative updates.

4.9 Continuing Education

Added personal certification section.

4.13 Employee Awards

Updated to full-time employees only.

4.15 Employee Discounts

Section 4.15 which was previously 5.1, has been updated to create a more equitable and clear employee discount section.

5.5 Internet Use Policy

Updated to more reflective of the times and added the "Use of Artificial Intelligence" section

6.17 Removing Romantic or Sexual Relationships

Section was removed because it is now included in section 1.6 Anti-Nepotism and Romantic Relationship Policy

6.23 Child Abuse reporting Policy

Added this section.

6.24 Abuse and Neglect of Individuals over 18 years of Age Policy

Added this section.

F

PERSONNEL POLICY MANUAL

Adopted November 9, 2009
Revised ~~June 9, 2020~~ ~~January~~April 17, 2026

Introduction and At-Will Disclaimer

Welcome to the Community Park District of La Grange Park. The growth and reputation of the Park District are the direct results of individual efforts and close cooperation by all of our employees. Our future success will depend upon continuation of these efforts, along with good safety habits, and adherence to the highest professional standards and ideals.

There are several things that are important to keep in mind about this Manual. First, it contains only general information and guidelines. It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to, the general policies and procedures described. Rather, this Manual has been prepared for you as a general reference guide.

Second, this Manual supersedes all previously issued manuals. Your decision to continue employment with the Park District after this revision and any future revision to this Manual shall be deemed to constitute your agreement with all such revisions. The Park District and the Board of Park Commissioners reserve the right to unilaterally revise, supplement or discontinue any of the policies, guidelines or benefits described in this Manual. Therefore, the Park District may, from time to time, revise, add to, supplement or discontinue any of the policies, rules or benefits described in this Manual with or without notice. The Park District will try to inform you of any changes as they occur.

Third, nothing contained in this Manual or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create nor shall create an employment contract, either express or implied, to remain in the Park District's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the Park District, or you may resign for any reason at any time. In other words, you may terminate your employment at any time, with or without cause or notice, and the Park District retains a similar right. No supervisor, ~~department head~~Superintendent, Director, or other representative of the Park District (except as delegated and approved by the Board of Park Commissioners) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Fourth, each employee is expected to review this Manual and become familiar with its contents. Accordingly, upon receipt of this Manual, you must sign, date and return the Employee Acknowledgement Form found on the first page of this document. This form will be maintained in the Park District's files and your personnel file. If you have any comments, suggestions, or questions about any aspect of your employment, you are encouraged to discuss them with your immediate supervisor or ~~department head~~Superintendent. He will listen to your concerns, consider appropriate action to be taken, if necessary, and/or provide you with the information you need, or direct you to someone who can provide you with that information.

The Director is responsible for overseeing the enforcement of the policies contained within this Manual, and for the direction of the activities of all employees, except those whose appointment is otherwise prescribed. Should any question arise as to the proper interpretation of any provision of this Manual, or any other personnel policy, the decision of the Director will be final.

Where the context of this Manual permits, words in the masculine gender shall include the feminine and neuter genders and words in the singular number shall include the plural number. The descriptive headings of the various sections or parts of this Manual are for convenience only and shall not affect the meaning or construction, nor be used in the interpretation of this Manual or any of its provisions.

Finally, if any policy or procedure or part thereof contained in this Manual is determined invalid in a court of law, or by another appropriate judicial body or agency, such determination will not affect the validity of the remaining policies and procedures or parts thereof.

Section 1: Employment Policies and Procedures

1.1 Equal Employment Opportunity (EEO) Policy

In accordance with federal, state and local laws, it is the policy of the Community Park District of La Grange Park (herein after referred to as the Community Park District or CPD) to provide equal employment opportunities to all qualified persons. All of our personnel policies, procedures and decisions pertaining to hire, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to actual or perceived race (and traits associated with race including but not limited to hair texture and protective hairstyles), color, religion, sex, actual or perceived gender, gender identity, national origin, citizenship status, work authorization status, ancestry, age, marital status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job with or without a reasonable accommodation, association with a person with a disability, unfavorable discharge from military service or military or veteran status, sexual identity or orientation, genetic information, order of protection status, reproductive health decisions, family responsibilities, or any other category protected by state or federal law.

Commented [MH1]: Updates based on amendments to the IL Human Rights Act

We make reasonable accommodations when necessary for all employees and/or applicants with disabilities, provided the individual is otherwise qualified to perform the essential functions of the job. Such individuals are encouraged to discuss their need for a reasonable accommodation with the Executive Director. (See Section 1.3)

The Executive Director has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Executive Director. If the employee is uncomfortable reporting to the Executive Director, the employee should report to the President of the Board of Commissioners.

1.2 Non-Discrimination and Anti-Harassment Policy

A: PURPOSE

The Community Park District of LaGrange Park is committed to an environment in which all individuals are treated with respect and dignity. Each individual has the right to a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Park District expects that all relationships among persons ~~in the~~ will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, officer, official, park commissioner or board member, agent, volunteer, vendor, and registered participant of the Park District, as well as anyone using the Park District's facilities, to refrain from sexual and other types of harassment. The Park District will not tolerate sexual or any other type of harassment of or by employees, interns, elected officials, or any other person in an employee's work environment. Actions, words, jokes, or comments based on an individual's actual or perceived gender (including gender identity or express), sex, race, color national origin, citizenship status, ancestry, marital status, age, religion, disability, sexual orientation, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, reproductive health decisions, family responsibilities or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals because of their actual or perceived gender, sex, sexual orientation, civil union partnership, race, color, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, reproductive health decisions, family responsibilities or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the Park District prohibit disparate treatment based on and individual's actual or perceived gender, sex, sexual orientation, civil union partnership, race, color, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, reproductive health decisions, family responsibilities or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment.

Artificial intelligence technologies will not be employed to discriminate against any individual or group based on actual or perceived gender, sex, sexual orientation, civil union partnership, race, color, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, reproductive health decisions, family responsibilities or any other protected class with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or the terms, privileges, or conditions of employment. The ~~Village~~ Park District will provide notice to any employee or applicant if AI is used for the recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or the terms, privileges, or conditions of employment.

The prohibition against harassment, discrimination and retaliation is ~~are~~ intended to complement and further these policies, not to form the basis of an exception to them.

In addition to the Policy and the agency's EEO Policy the Park District provides training on discrimination, harassment, and retaliation for ~~to~~ its employees at or near the time of hire, and annually thereafter.

B: DEFINITIONS OF HARASSMENT

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical or visual conduct of a sexual nature when:

    a. submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
    b. submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed individual; or,
    c. the harassment has the purpose or effect of interfering with the individual's work performance or creating an environment that is intimidating, hostile, or offensive to the individual.

    For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties and does not require an employment relationship.

    Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender or sex. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of an individual's actual or perceived gender, race, color, religion, sex, age, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, disability, order of protection status, pregnancy, childbirth, or a medical condition related to childbirth or pregnancy, reproductive health decisions, family responsibilities or any other characteristic protected by law or that of an individual's relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive environment; (ii) has the purpose or effect of unreasonably interfering

with an individual's work performance; or (iii) otherwise adversely affects an individual's employment or participation opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail, texting, or social media).

Conduct prohibited by these policies is unacceptable on any P~~p~~ark D~~d~~istrict grounds and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings, business-related social events, and any other location where the individual is assigned to perform his or her job duties.

Note: Any employee engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind will be subject to disciplinary action, up to and including discharge. Any program participant or visitor engaging in practices or conduct constitution sexual harassment, discrimination, or harassment of any kind shall be subject to removal from the program and/or District grounds.

RETALIATION IS PROHIBITED

The Park District prohibits retaliation against any individual because the individual reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

In addition to the Park District's prohibition on retaliation, various state and federal laws prohibit retaliation for reports of discrimination, harassment, or retaliation. For instance, protections exist for reporting parties under the whistleblower protections of the State Officials and Employees Ethics Act, the Illinois Whistleblower Act, and the Illinois Human Rights Act.

COMPLAINT REPORTING PROCEDURE

The Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. This policy applies to all full-time, part-~~-~~time, temporary, and seasonal employees and interns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing, discriminatory, or retaliatory conduct from promptly advising the offender that the offender's behavior is unwelcome and requesting that it be discontinued. However, nothing in this policy will require individuals who believe they are being subjected to harassing, discriminatory, or retaliatory behavior to so advise the offender.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to, your immediate supervisor, your ~~department head~~Superintendent, human resources and/or the Executive Director. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

- **Direct Communication with the Offender:** If there is harassing or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed individual, you should clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not
required to directly confront the person who is the source of your report, question, or complaint before notifying your immediate supervisor, your Superintendent, human resources and/or the Executive Director ~~any of those individuals listed below~~. Further, you are not required to directly confront the person who is the source of your report, question or complaint if you feel uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
- **Report to Supervisory and Administrative Personnel:** At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, human resources or the Executive Director, ~~or human resources~~. If you feel uncomfortable doing so, or if your immediate supervisor and/or Executive
Director is the source of the problem, condones the problem or ignores the problem, report directly to human resources. If human resources is the source of

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the problem, condones the problem, or ignores the problem, you should contact the ~~the~~ President of the Board of Park Commissioners.

- **Report to Executive Director/President of the Board of Park Commissioners:** An individual may also report incidents of harassment or discrimination directly to the Executive Director. If your complaint alleges harassment by the Executive Director, or if the Executive Director condones the problem or ignores the problem, you should immediately report the incident(s) in writing directly to the President of the Board of Park Commissioners.

- **Complaint Against A Board Member:** If a complaint is made about alleged discrimination, harassment or retaliation by an elected official of the Community Park District, such as a Commissioner, the allegations should be reported to the Executive Director, human resources, the President of the Board, or any other Board member not involved in the alleged discrimination, harassment or retaliation. If a complaint is made against an elected official of the Community Park District under this Section, the matter must be referred to the District's legal counsel. The complaint and any investigation into the complaint will be thoroughly investigated by ~~the~~ human resources ~~department~~ (or his or her designee) or an independent attorney or consultant and will be independently reviewed by a committee made up of other Board members who are not the subject of the allegations.

When an allegation of discrimination, harassment, or retaliation is reported, an investigation will be conducted within a prompt period of time and appropriate remedial action will be taken when an allegation is determined to be substantiated. At no time will personnel involved in the alleged discrimination, harassment, or retaliation conduct the investigation. Nothing in this policy precludes a report of discrimination, harassment, or retaliation to the Illinois Department of Human Rights, which is the State agency responsible for enforcing the Illinois Human Rights Act, as described in the "Conclusion" section below. Further, the IDHR maintains a hotline for confidential reports of sexual harassment: 877-236-7703.

HARASSMENT ALLEGATIONS AGAINST NON-EMPLOYEES / THIRD PARTIES

If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Park District programs or facilities, the Executive Director will promptly investigate the incident(s) and determine the appropriate action, if any. The Park District will make reasonable effort to protect you from further contact with such persons when warranted or will take other reasonable steps to remediate the situation.

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Important – Notice to All Employees: Individuals who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the complaint reporting procedure.

HARRASSMENT ALLEGATIONS BY ELECTED OFFICIALS AGAINST OTHER ELECTED OFFICIALS

Alleged harassment by one elected official against another can be reported to the Community Park District's Board President. If the Board President is the person reporting the harassment or is implicated by the allegation, the report can be made to any other District commissioner. If a complaint is made against an elected official of the District by another elected official of the District under this Section, the matter must be referred to the District's legal counsel. The allegations of the complaint will be thoroughly investigated through an independent review, which may include referring the matter to a qualified, independent attorney or consultant to review and investigate the allegations. Further, if warranted (as determined, where possible, by a committee of the other commissioners who are not the reporting official or the official who is the subject of the complaint), reasonable remedial measures will be taken.

HARASSMENT OF NON-EMPLOYEES

Harassment of non-employees by employees is strictly forbidden and will be subject to discipline, up to and including termination. If a non-employee has a complaint of harassment, the non-employee should notify human resources or the Executive Director. If both the Human Resources Department and the Director are implicated by the allegation, the report can be made to the Board President. The allegations of the complaint will be thoroughly investigated by the human resources, Executive Director, or Board President (or their designee) as appropriate and, if warranted, reasonable remedial measures will be taken. For the purposes of this Section, "non-employee" means a person who is not otherwise an employee of the agency and is directly performing services for the employer pursuant to a contract with the employer; it includes contractors and consultants

RESPONSIBILITY OF SUPERVISORS AND WITNESSES

Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any individual should immediately advise the Executive Director who will investigate the conduct promptly and take remedial action if the allegations are substantiated.

All individuals are encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.

THE INVESTIGATION

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination.

RESPONSIVE ACTION

The Park District will determine whether harassment, discrimination or retaliation has occurred based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the Park District believes appropriate under the circumstances.

FALSE AND FRIVOLOUS COMPLAINTS

Given the possibility of serious consequences for an individual accused of sexual harassment, complaints made in bad faith or otherwise false and frivolous charges, are considered severe misconduct and may result in disciplinary action, up to and including dismissal.

CONCLUSION

In summary, employees have a right to: be free from unlawful discrimination, harassment or retaliation in the workplace (see this Policy and the agency's EEO Policy); file a charge of discrimination, harassment or retaliation (see this Policy); and obtain reasonable accommodations, such as those based on pregnancy, childbirth, or medical conditions related to pregnancy or childbirth (see the agency's ADA Policy and Pregnancy Discrimination Policy).

While we hope to be able to resolve any complaints of harassment within the Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago Illinois 60601, (312) 814-6200 about filing a formal complaint. You may also have the right to file a complaint of discrimination or harassment with a court of competent jurisdiction.

1.3 Americans With Disabilities Act Policy

The Community Park District is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Park District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Park District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Park District.

The CPD will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, discharge or other terms, conditions, or privileges of employment based on job-related qualifications and abilities.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact his ~~department head~~Superintendent. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation. If you feel uncomfortable making an accommodation request to your ~~department head~~Superintendent or you believe your accommodation request was not properly managed, report to the Executive Director.

On receipt of an accommodation request, your immediate supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations and perform the essential job functions of your position.

The Park District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the Park District's overall financial resources, the accommodation's impact on the operation of your department, including the ability of other employees to perform their duties, and on the Park District's ability to provide its services to the public.

What is considered a reasonable accommodation will be based on a case-~~-~~by-case analysis. The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the Park District to make the *best* possible accommodation, to reallocate essential job functions, to create new positions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she had been discriminated against based on a disability should immediately notify the department head or Executive Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

1.4 Pregnancy Discrimination Policy

Under the provisions of the Illinois Human Rights Act, 775 ILCS 5/1, *et seq.,* as amended by P.A. 98-1050, employees and applicants for employment are protected against discrimination on the basis of pregnancy. If you are pregnant, you may request a reasonable accommodation to enable you to accept employment or continue working, consistent with medical advice, if you choose to do so rather than take leave under any leave law or Park District policy. You will be required to supply documentation from your health care provider to support your request for a reasonable accommodation. Once a reasonable accommodation is requested and supported by medical documentation, the Park District must grant the accommodation unless the Park District can show that the accommodation would impose an undue hardship on its ordinary operation. You cannot be required to accept an accommodation that you did not request if you choose to decline it. Further information as to your rights and obligations under the law and this policy can be obtained from the Executive Director of the Park District and/or the Illinois Department of Human Rights. The Illinois Department of Human Rights can be contacted at:

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL 60601
(312) 814-6200

1.5 Policy/Problem Solving Procedure

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Community Park District promotes an atmosphere whereby employees can speak freely with supervisors and encourages its employees to raise issues that may be negatively impacting their work environment. Employees are encouraged to openly discuss with their immediate supervisor any problems so appropriate action may be taken. This includes concerns about workplace wrongdoing, unsafe or careless behavior, violation of the drug and alcohol policy, the weapons policy, or any other Community Park District policy, or any other work-related concern.

If the supervisor cannot be of assistance, the Executive Director is available for consultation and guidance. The District is interested in all of its employees' success and happiness. We therefore welcome the opportunity to help employees whenever feasible. If an employee has a complaint, problem, or situation that must be addressed, the following procedure should be utilized:
1. The employee should informally discuss the situation with his or her immediate supervisor as soon as possible. The employee should give their immediate supervisor an opportunity to investigate and then respond to the employee. In most cases, the problem can and should be resolved with a frank and open discussion between the employee and the immediate supervisor.

2. If the employee is not satisfied with their immediate supervisor's response or feels the issue is not resolved, the employee can present the issue to a supervisor at the succeeding level of authority in writing as soon as possible. The employee should give that supervisor an opportunity to reconsider the situation and respond to the employee in writing.

3. If the employee is still not satisfied that the issue is resolved, the employee can present the issue to the Executive Director. As before, this should be done in writing as soon as possible. The Executive Director will consider the situation and make a decision which will be final.

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1.6~~5~~ Anti-Nepotism and Romantic Relationship Policy

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Members of an employee's immediate family who are qualified and apply for vacant positions according to the District's normal and customary hiring process may be considered for employment on the basis of their qualifications. For the purpose of this policy only, the term "immediate family" includes the following relationships, whether established by blood, marriage, or other legal action: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, stepparent, stepsibling, aunt, uncle, niece, nephew, grandchild, or members of the same household.

Immediate family may not be hired if employment would:

• create a supervisor/subordinate relationship with a family member;

• have the potential for or actual effect of creating an adverse impact on work performance; or

• create either an actual conflict of interest or the appearance of a conflict of interest (see Section 6.23, Conflict of Interest for additional information).

This policy must also be considered when assigning, transferring, or promoting an employee. This policy also applies to romantic relationships. If a romantic or sexual relationship between a supervisor and an employee should develop, it shall be the responsibility and mandatory obligation of the employees involved to promptly disclose the existence of the relationship to the employee's immediate supervisor.

~~It is the policy of the Community Park District, except in certain conditions listed below, not to hire a close relative of any current full-time employee or Board member in any capacity. For the purpose of this policy, the term "close relative" includes the following relationships, whether established by blood, marriage, or other legal action: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law,~~

~~sister-in-law, son-in-law, brother-in-law, daughter-in-law, step-child, aunt, uncle, niece, nephew or 1st cousin. However, the Executive Director may ask the Board to waive this policy when any of the following conditions exist.~~

1. ~~A supervisor/subordinate relationship will not exist between the close relatives,~~
2. ~~In the Board's opinion there is no potential for creating an adverse impact on work performance, or~~
3. ~~In the Board's opinion, there is no actual or perceived conflict of interest.~~

~~When a situation occurs, which results in a violation of this policy, (whether because of the marriage of two employees or some other circumstance), one of the employees involved will be required to resign or otherwise be discharged. Employees will ordinarily be permitted to determine which of them will resign and will be required to inform the Park District of their decision within a two-month period after the violation begins. If the employees cannot make a decision, the Park District will decide in its sole discretion who will remain employed.~~

~~It is incumbent upon existing and prospective employees and board members to reveal a relationship covered under this policy.~~

1.7~~6~~ Introductory Employment Period

A new employee's immediate supervisor will utilize the Introductory Period of six months to assist in adjusting to the new position and for orientation and training. The new employee may be discharged at any time during this period if his supervisor concludes that he is not progressing or performing satisfactorily. Under appropriate circumstances, the introductory period may be extended. Additionally, as is true at all times during an employee's employment with the Park District, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice. At the end of the introductory employment period, the employee and his/her supervisor may meet to evaluate performance. A written evaluation at this time is not required.

Provided his job performance meets the expectations of the Park District at the end of the initial employment period, the employee will remain employed as an at-will employee. Successful completion of the introductory period does not guarantee continued employment for any specific period of time or otherwise create an employment contract between the employee and the Park District.

1.8~~7~~ Classification, Definitions, and Status of Employees

Full-time Employees: Employees who are designated as full-time by the Director or the Board of Park Commissioners and who have completed their Introductory Period. Full-time employees are generally scheduled to work at least 40 hours per workweek for four consecutive calendar quarters during a calendar year. Full-time employees may be required to work additional hours as necessary to complete all assigned tasks and as-needed during busy periods.

- *Exempt* employees are classified as such if their job duties are exempt from the overtime and compensatory provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay.
- *Non-Exempt* employees receive overtime pay or compensatory time in accordance with our overtime and compensatory time policies. Their salaries are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

Full-time Employees for ACA Purposes only: If and to the extent that the Park District is determined to be an applicable large employer under the Affordable Care Act (ACA), Part-Time Classification I Employees who work an average of at least 130 hours per month during any Affordable Care Act (ACA) introductory or standard measurement period adopted by the Park District will be considered to be Full-time Employees for purposes of eligibility for health care coverage as required by the ACA but for no other benefits except those benefits for which they qualify as Classification I Part-time Employees.

Introductory Employees: During the first six months of employment with the Park District, (the "Introductory Period") all employees are classified as Introductory Employees for purposes of orientation, evaluation, and training, if any. Introductory Employees will also include employees who have previously served with the Park District and are beginning a new position.

During their Introductory Period, newly hired employees will be paid for holidays recognized by the Park District that are applicable to their employment classification. They will begin accruing personal time on their first day, and will be eligible to use personal time after 90 days. They will not be entitled to other paid time off such as vacation, ~~personal~~, illness or floating holidays. Other employee benefits such as insurance will be applicable as required or mandated by the Park District's agreement with the group insurance providers or by Park District policy. Transferred or promoted employees will continue the same benefits, if any, they had previously unless the employee's new position provides for different or no benefits in which case the employee will receive the benefits provided by the new position, if any, at the completion of the Introductory Period.

Part-Time Employees: Employees are designated as part-time by the Director or the Board or Park Commissioners who have completed their Introductory Period. Part-time employees are classified under one of the following three categories depending on work schedule:

- *Classification I:* Part-time employees generally scheduled to work at least 1,000 hours during three quarters of a calendar year.

- *Classification II:* Part-time employees generally scheduled to work at least 600 hours but less than 1,000 hours during three quarters of a calendar year.
- *Classification III*: Part-time employees generally scheduled to work less than 600 hours during three quarters of a calendar year.

Part-time employees are classified as exempt or non-exempt and may be required to work more than their generally scheduled hours during busy periods. The number of hours that a part-time employee actually works will not change the employee's status or classification as a part-time employee. Unless specifically stated otherwise in writing by the Director or the Board or Park Commissioners or as otherwise stated in Section 3 of this manual, part-time employees are ineligible to receive benefits. Short-term employees are excluded from the part-time employees classification regardless of the number of hours worked.

Part-Time Seasonal: Employees who are designated as Part-Time Seasonal by the Director or the Board of Park Commissioners. Seasonal employees are employed for a specific function or project, part-time or full-time, and for a temporary and limited period of time generally less than three quarters during a calendar year. A seasonal employee in a non-exempt position and is paid by the hour. Any seasonal employee who works more than three consecutive quarters shall not be considered a full-time or part-time employee unless so designated in writing by the Director or the Board. The Park District does not guarantee that seasonal employees will be rehired in a subsequent season or if rehired, for the same position. They will begin accruing personal time on their first day, and will be eligible to use personal time after 90 days. Seasonal employees are ineligible to receive other benefits.

Part-Time Seasonal IMRF Eligible: Employees who are designated as Part-Time Seasonal by the Director or the Board of Park Commissioners. Seasonal employees are employed for a specific function or project, part-time or full-time, and for a temporary and limited period of time generally less than three quarters during a calendar year, but work at least 1,000 a year

Definitions/ Employment Status

Executive Director: The employee who is responsible and accountable for all activities of the Community Park District.

~~Department Heads~~Superintendent: Employees who direct and are in charge of a particular department within the Park District's organizational structure.

Supervisor Your immediate supervisor and each supervisor at each succeeding level of authority within your department up to and including the Executive Director.

Employee Classification Review
You may at any time submit a written request to your immediate supervisor for a review of the classification or status of your position. Your request must state your reasons justifying a review. Your immediate supervisor will make an investigation of the position with a view towards determining its correct classification and will report his findings in

writing to the appropriate ~~department head~~Superintendent. Requests that receive department head approval will be forwarded to the Director. The determination of the Director will be in writing and will be final. If the ~~department head~~Superintendent does not approve a request, such decision shall be final.

1.9~~8~~ Hiring Procedures

Introduction
The Park District attempts to hire and retain the best available, suitable and qualified individuals for all staff positions determined at its sole discretion. The Park District may need to reorganize departments or reassign responsibilities within a department or position from time to time in order to best serve the public and better utilize its limited resources.

Position Vacancies
The Park District will attempt to post full-time position vacancies on Park District Facility bulletin boards. Part-time and short-term openings are usually not posted, but a list of these positions, if available, may be obtained from the appropriate ~~Department Head~~Superintendent or ~~the~~ Human Resource ~~Manager.~~ The Park District may also recruit applicants for position vacancies from outside of the organization.

Transfer and Promotion
Employees interested in a particular opening should apply, in writing, to the position's supervisor or notify their immediate supervisor. All transfers and advancement will be made on the basis of past performance, ability, attitude, aptitude and other relevant job-related criteria as determined by the Park District in its sole discretion. Whenever, in the sole discretion of the Park District, there are two equally qualified candidates, preference may be given to the Park District employee. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants.

1.10~~9~~ Pre-Employment Tests

Introduction
One or more tests may be required of employees hired for certain positions, including without limitation, transferred and promoted employees.

Pre-Placement Medical Examination
The Park District requires positions deemed appropriate; to successfully complete a medical examination after a position has been offered to the employee, but prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered to him with or without reasonable accommodations on the part of the Park District.

The Park District will also require drug testing for any position deemed appropriate by the Park District.

A physician of the Park District's choice and at Park District expense will perform the examination. Employees must consent to the disclosure of the physician's findings, conclusions, and opinions to the Park District. Your medical records will be maintained in a separate confidential file. Information contained in your medical file will not be released or disclosed without your written consent, by court order, or except to persons with a lawful right or need to know.

Employees may be required to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. Such examinations will be conducted under the same procedures and guidelines as outlined above for pre-employment medical examinations.

State Criminal Conviction Background Check
The Park District is required by state statute (70 ILCS 1205/8-23) to obtain criminal conviction information concerning all applicants and shall perform a criminal background check for applicants for all positions. Pursuant to statute, any conviction of offenses enumerated in subsection (c) of said statute shall automatically disqualify the applicant from consideration for working for the Park District. Any other conviction(s) shall not automatically disqualify the applicant from consideration, but rather, the conviction(s) will be considered in relationship to the specific job. Applicants are not required to disclose sealed or expunged records of conviction, adjudication or arrest, and the Park District will not ask, in any form or context, if an applicant has had a juvenile record expunged.

Applicants may be required to submit fingerprints and/or other identification information in order to facilitate such an investigation. All information concerning the record of convictions, adjudication or arrest shall be confidential and will only be transmitted to those persons who are necessary to the decision process.

Drivers License Abstract
Although employees are not generally required to have a drivers license as a condition of their employment, any employee who may be expected to drive either his personal vehicle or a Park District vehicle in the course of his normal duties will be required to have a valid drivers license with the proper classification for the vehicle(s) the employee is expected to operate. Before such an employee has started work, and generally on an annual basis thereafter, the Park District will request a drivers license abstract review from the Illinois Secretary of State's office.

1.11 Employment in More than One Department

Employees are usually hired for a specific position in a department. Provided the primary job an employee was hired to perform with the District is not compromised in any manner, and the employee receives a written, advance permission from their immediate supervisor, the employee may work an additional part-time or seasonal job with ~~SEASPAR~~the District. Permission may be subsequently revoked, however, if the District determines in its sole discretion that such additional job adversely interferes with the employee's primary job.

1.~~10~~12 Performance Evaluations

The performance appraisal assists the Park District in making personnel decisions related to such matters as promotions, transfers, demotions, terminations and salary adjustments. Performance appraisals ~~become and~~ are an essential part of an employee's personnel records.

Frequency
Under usual and appropriate circumstances, employees should receive a performance review annually. If an employee's job responsibilities change substantially at any time after the annual work review, however, another may be performed before the next annual review, after the new assignment has begun. Your immediate supervisor on a pre-determined annual schedule generally will conduct formal evaluations. In addition, you or your supervisor may request an informal review at any time. Your immediate supervisor will generally observe and informally evaluate your performance on a daily basis. An attempt will be made to notify you of observed deficiencies in your work performance or inappropriate conduct.

Unsatisfactory Review
If you receive an unsatisfactory formal performance evaluation you are ineligible for a merit pay increase and may be subject to disciplinary action up to and including discharge.

Appeal
If you disagree with a formal performance evaluation, you may request another interview with your immediate supervisor to discuss the evaluation. If an agreement is not reached as to the evaluation, you may:

1. Request in writing, within five (5) working days of receipt of your performance evaluation, a meeting with the supervisor at the succeeding level of authority in your department. Your request must include an explanation as to why you believe your formal performance evaluation should be changed. You must attach to your request any supporting documentation. If you do not timely request a meeting, the evaluation of your immediate supervisor will be final and a copy of your evaluation will be placed in your personnel file. If you timely request a meeting, the supervisor will meet with you and investigate the circumstances surrounding your evaluation. The supervisor will generally issue a written determination within ten (10) working days of receipt of your written request. If you are not satisfied with the determination at this stage, you may continue this process through each succeeding supervisory level up to the Director. Any decision of the Director shall be final.
2. You may also prepare a written response stating your position or objection to your evaluation and requesting that your response be placed in your personnel

file. It is your responsibility to make certain that your response is placed in your personnel file.

1.13~~1~~ Child Labor Laws: Employment of Minors

The Park District complies with all Federal and Illinois Child Labor Laws regarding the employment of minors.

1. ~~1.~~ All minors under age 16 must have an Employment Certificate before they will be allowed to work for the District. The Superintendent of Schools or a duly authorized agent issues the Employment Certificates.
2. All minors under age (16) must be supervised onsite by an adult 21 years of age or older. ~~(Not sure if we have to add this)~~.

3~~2~~. For purposes of this policy, “School Day” means any day when school is in session and “School Week” means any week where one or more days are school days.

4~~3~~. Federal and Illinois Child Labor Laws mandate that a minor cannot work the following hours:

a. During school hours when school is in session;

b. More than six (6) consecutive days in a calendar week;

c. Over forty (40) hours in a calendar week and over eight (8) hours a day when school is out;

d. Earlier than 7 a.m. and later than ~~7~~9 p.m., on school days, except from June 1 to Labor Day, when the minor may work up to ~~9~~10 pm;

e. Over three (3) hours a day when school is in session;

~~e.~~f. No more than two (2) school days per week;

~~f.~~g. Over eight (8) hours a day combining school and work; and

~~g.~~h. Over ~~eighteen~~ twenty-four (24~~18~~) hours in a calendar week when school is in session.

5.~~4~~. An unpaid meal period of at least thirty (30) minutes must be provided to minors no later than the fifth consecutive hour of work.

6.~~5~~. Employees under age 16 are not permitted to supervise any part of the transportation of camp, field trips, or other Park District sponsored program; including loading participants or materials onto a bus prior to departure, supervising the participants (or performing any other work) during the ride to and from the activity, and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under age of 16 are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.

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1.14~~2~~ Search of Lockers, Desks, and Other Park District Property

Introduction

Employees should understand that while certain Park District property, such as desks, lockers, and vehicles are available for their use, they remain the property of the Park District and are subject to inspection, with or without notice. Employees are not permitted to store any wrongfully obtained illegal or prohibited items or substances in or on Park District property or otherwise misuse Park District property.

Note: Whenever necessary, and at the Park District's discretion, Park District property and employees' work areas (*i.e.,* desks, file cabinets, lockers, Park District vehicles, etc.) may be subject to a search without notice. Employees are required to cooperate.

The Park District will generally try to obtain an employee's consent before conducting a search of Park District property or work areas but may not always be able to do so.

Any property belonging to the Park District is subject to search if it is reasonably suspected that the property holds or contains any illegal or prohibited items or substances or missing or stolen Park District or Park District patrons' funds or property.

Workplace Inspections

To safeguard the property and personal safety of our employees and the Park District, the Park District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from Park District property by employees and all other persons leaving and entering the Park District's premises.

The Park District reserves the right to inspect an employee's office, desk, files, lockers or other area or article on Park District premises. As noted above, all lockers, offices, desks, telephones, computers, files and so forth, are the property of the Park District and are issued for the use of employees only during their employment with the Park District.

Inspections may be conducted at any time at the discretion of the Park District. The Park District is not responsible for the loss of personal property.

Employees working on Park Direct premises or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of unauthorized Park District property, confidential material, stolen property, weapons, alcohol, or illicit drugs, will be subject to disciplinary action, up to and including discharge.

1.15~~3~~ Workplace Drug and Alcohol Free Policy

Drugs and Alcohol

The patrons and employees of the Community Park District of La Grange Park are a valuable resource and their health and safety are of serious concern to the Park District. Patrons need to be assured that Park District employees do not perform their duties while under the influence of any substance, whether it is legal or not, which impairs their ability to perform their duties or imperils the health, safety or well being of employees or the public. The Park District vigorously supports the Drug Free Workplace Act (Chapter 30 ILCS Section 580/1 *et. seq*.). No Park District employee may perform his or her job duties under the influence of alcohol, cannabis, any illegal drug, or any drug for which the employee has a prescription that impairs the employee's ability to perform his or her job duties. No Park District employee may be in possession of alcohol, cannabis, or any illegal drug while performing his or her job duties. This policy is applicable to all our work force at any location while the employee is working. The Park District also complies with DOT 49 CFR part 40. We have a commitment toward maintaining a safe workplace, free from the influence of drugs and the abuse of alcohol.

Nothing in this policy allows the Park District to refuse to hire or to discharge any individual, or otherwise disadvantage any individual, with respect to compensation, terms, conditions or privileges of employment because the individual uses lawful products off the premises of the employer during nonworking and non-call hours. "Lawful products" means products that are legal under state law. For purposes of this provision, an employee is deemed on-call when the employee is scheduled with at least 24 hours' notice by his or her employer to be on standby or otherwise responsible for performing tasks related to his or her employment either at the employer's premises or other previously designated location by his or her employer or supervisor to perform a work-related task.

Employees are required to report to their supervisors the use of any prescription drug, which may impair the employee's ability to perform the essential functions of his or her job with the Park District. This includes, but is not limited to, the use of medical cannabis.

Medical Cannabis
Registered qualifying patients in Illinois may be able to obtain a registry identification card, which allows them to purchase medical cannabis for the treatment of a variety of debilitating medical conditions under the Compassionate Use of Medical Cannabis Program Act. The Act also provides employers with the ability to regulate the use of medical cannabis on employer owned premises and during work hours. The following regulations shall apply to employees of the Park District who may also qualify to obtain legal access to medical cannabis:

1. Employees are strictly prohibited from possessing and/or using medical cannabis on any Park District owned property at any time;
2. Employees are strictly prohibited from using medical cannabis during all work hours;
3. Employees are strictly prohibited from reporting to work under the influence of medical cannabis;
4. Employees may not possess medical cannabis in their personal vehicles in any Park District parking lot unless the medical cannabis is in a sealed, tamper-evident medical cannabis container;

5. Employees who possess a Commercial Driver's License ("CDL") shall not use or possess medical cannabis; and

Notwithstanding the specific prohibitions set forth above, any employee who validly possesses a card, allowing for the use of medical cannabis shall still be subject to all other provisions of the Park District's Drug Free Workplace Policy.

Recreational Cannabis Use
Recognizing that limited possession and use of cannabis for those over 21 years of age is lawful in Illinois as of January 1, 2020, it remains a controlled substance under federal law. Therefore, employees whose jobs are subject to federal prohibitions, such as those that require Commercial Drivers Licenses ("CDL"), or who work pursuant to certain federal grants, are prohibited from using cannabis under any circumstances, and remain subject to federal prohibitions and testing requirements.

Notice of Convictions
Any employee who is convicted of violating any federal or state criminal drug statute must notify the Park District Executive Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis.

DRUG AND ALCOHOL TESTING

Reasonable Suspicion

In order to help protect the health and safety of employees and the public and to maintain a drug and alcohol-free workplace, the Park District may conduct drug and alcohol testing if a supervisor has a "reasonable suspicion" that an employee is under the influence of drugs and/or alcohol at work.

A supervisor shall have a "reasonable suspicion" that an employee is under the influence of drugs and/or alcohol if the employee demonstrates specific, articulable symptoms while working that lead the supervisor to have a good faith belief the employee is under the influence. A supervisor must clearly document the specific, articulable observations and behaviors that create a reasonable suspicion that an employee is under the influence of drugs and/or alcohol. Examples include:

- Odors (smell of alcohol, cannabis, or other unlawful substances).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused, or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).

- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions)
- negligence or carelessness in operating equipment or machinery
- disregard for the safety of the employee or others
- carelessness that results in any injury to the employee or others.

When reasonable suspicion testing is warranted, the employee's supervisor will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test. Refusal by the employee will be treated as a positive drug test result and will result in immediate termination of employment.

Testing Conducted

The Park District may test for alcohol and the following drugs: cannabis (when reasonable suspicion exists or when the employee is subject to federal or state prohibitions), cocaine, opiates, amphetamines, and phencyclidine. Employees are required to cooperate with any authorized testing and execute any and all releases necessary to provide the Park District with the results of any test. Failure to cooperate or execute required releases will be grounds for discipline up to and including termination. The procedures of the physical testing and examination will be those set by the medical clinic or laboratory designated by the Park District and will be followed by the employee.

Post-accident or Post-incident Testing.

The agency may require the screening or testing of any employee following a workplace accident or injury that results in property damage to agency or third-party property, personal injury to another employee or third-party, or any personal injury to the employee himself or herself where the circumstances raise a reasonable suspicion that impairment may have played a role in the injury. When an accident or incident occurs, the agency will send all employees who may have contributed to the accident or injury for post-accident or post-incident testing, not just the employee injured (unless he or she was the only person who contributed to the accident or injury).

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VIOLATIONS OF THE DRUG & ALCOHOL FREE WORKPLACE POLICY

Disciplinary Action Steps

Any employee testing positive for illegal drugs, alcohol levels exceeding .02 blood alcohol concentration, or being impaired while on duty under the influence of legal drugs may be disciplined up to and including termination from employment. Prior to issuing any final disciplinary action, the Park District will afford the employee a reasonable opportunity to contest the basis of the determination.

In lieu of termination, the Park District may require an employee to successfully complete substance abuse evaluation assessment, treatment and/or counseling.

Employees participating in a drug or alcohol treatment program will be allowed to use any paid time off benefits they have accrued; however, any time off necessary to participate in any drug or alcohol treatment program will be either unpaid or paid by the use of the employee’s accumulated but unused leave.

1.16~~4~~ Modified Duty Program

Introduction
The purpose of the Modified Duty Program is to provide a **temporary** modified work assignment, when feasible, available and applicable. The feasibility of modified duty will be determined on a case-by-case basis, taking several factors into consideration, and is the sole discretion of the Park District. These factors include, but are not limited to, the attitude and aptitude of the employee, the specific physical or mental limitations, the essential functions of the temporary job assignment, the work environment and the ability of the Park District to provide accommodation. Modified duty may not be available for certain positions. Noncompliance or failure to cooperate with the Modified Duty Program may affect your workers compensation benefits and result in possible disciplinary action, up to and including dismissal.

Modified Duty Program Policy
For purposes of this policy, the following definitions apply:

1. "Park District Employee" means any individual who is employed by the Park District in a valid, authorized position.
2. "Modified Duty Program" is a temporary assignment of duties to a worker with an occupational injury or illness whose doctor indicates that the worker may return to work subject to specified restrictions and has not yet reached a level of maximum recovery enabling the employee to return to regularly assigned duties. Modified Duty may only be applicable to those employees who are eligible for temporary total disability benefits under the Illinois Workers’ Compensation or Occupational Disease Acts (hereafter “Acts”) or asserting that their injury or illness is compensable under the Acts. Modified Duty is not guaranteed, nor does it require the Park District to create a job or set of duties that did not exist prior to the assignment of the worker to the Modified Duty Program.
3. "Occupational Injury or Illness" means an injury or illness arising out of and in the course of the employee's employment and compensable under the Illinois Workers' Compensation Act or Occupational Disease Act. All claims for workers compensation benefits are subject to initial and continuing investigation.

Basic Program Requirements

1. Employees may be assigned to a Modified Duty assignment when temporarily unable to perform the essential functions of their regular position due to occupational injury or illness, provided that the Modified Duty assignment fulfills a

job function(s) useful to the Park District and is within limitations set by treating and/or evaluating physicians. Modified Duty assignments will not create a new job, but instead will incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the Park District.

2. A time limit will be established on a case-by-case basis for the length of time that modified duty will be made available. This time limit shall be subject to review and revision at the sole discretion of the Park District.

3. The Park District will compensate an employee on modified duty at the employee's regular pay rate if possible. If this is not possible, the employee will be compensated no less than 2/3 of what the employee's average weekly regular wage (excluding overtime) was prior to the accident, injury or illness. Compensation may be made by the Park District and/or the Park District's workers' compensation coverage provider; the Park District Risk Management Agency (PDRMA.)

4. There should be regular communication among the Safety Coordinator, Business Manager, Facility Manager, the employee's immediate supervisor, the physician and PDRMA throughout the course of treatment and recovery.

5. **Employee Responsibilities**: Participate in the Modified Duty program as assigned; report any problems with Modified Duty assignment to immediate supervisor; promptly notify the immediate supervisor of any and all changes or modifications to the employee’s work restrictions; provide all original copies of physician releases, ~~and~~ reports, ~~and~~ all medical records and forms to the immediate supervisor ~~Office Manager~~ promptly when received; if you are asked to complete a task that you
cannot complete or in any way adversely affects your injury, you must immediately notify the person who assigned you the task. In addition, if your injury requires that you see a physician for subsequent visits for the same injury, you must inform your immediate supervisor prior to any and all visits so your immediate supervisor can complete the necessary forms and make the necessary arrangements for your absence if you must visit the doctor during your working hours. If your immediate supervisor is unavailable, you must so contact the supervisor at the succeeding level of authority in your department. In order to avoid disruption of Park District operations, you should schedule doctor's appointments during non-work hours. Please note, under the Illinois Workers' Compensation Act (820 ILCS 305/12), the Park District may ask an employee entitled to receive disability payments under the Act to undergo an examination by a duly qualified medical practitioner or surgeon selected by the Park District at any time and place reasonably convenient to the employee, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for purposes of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Act.

6. An employee who declines a Modified Duty position which is within the limitations of his or her capabilities, as determined by the treating or evaluating physician, may be subject to disciplinary action and possible dismissal. The employee may also lose eligibility for workers compensation benefits.
7. Periodic review will be conducted while an employee is on Modified Duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. A review may be conducted at any time.

Procedure

1. The ~~department head~~ Superintendent is typically responsible for the management of employees on Modified Duty status. The Superintendent ~~department head~~ may also coordinate Modified Duty assignments with other departments, human resources, the Executive Director~~, the Risk Manager, Office Manager~~ and PDRMA. Each department is responsible for keeping a list of Modified Duty assignments up-to-date, and for advising the Risk Manager of any changes to their modified duty lists.
2. When an employee is injured, the attending physician will be asked to complete a Physician's Evaluation of Functional Capabilities. This form, sent to the physician by ~~the Office Manager~~human resources, requests a list of the duties the employee is capable of performing and any physical limitations he may have.
3. The employee must return the Physical Evaluation Form to human resources ~~the Office Manager~~, who will contact the employee's immediate supervisor. The immediate supervisor will work with the Superintendent ~~department head~~ in assigning modified duty to the employee, if possible or applicable.
4. In some cases, departments may not have any available Modified Duty tasks. If so, other departments will be contacted to arrange Modified Duty assignments.
5. All Modified Duty Assignments are subject to continuing review of the existing medical restrictions of the employee, and departments will continue to develop and coordinate appropriate duty assignments with the Superintendent ~~Risk Manager~~, ~~Office Manager~~ human ~~and~~resources and PDRMA, and monitor ongoing medical status and work adjustment.
6. When applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parties involved.
7. Employees will be compensated at the pre-determined rate of pay while performing Modified Duty assignments, including time necessary to report to a physician's office for further review. Time above and beyond that which is necessary for the doctor's visit, including reasonable transportation time, will be charged against the employee's available sick, personal, or other time off. If the employee does not have any available time, he will be compensated for such time only to the extent required by law.

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1.17~~5~~ Children in the Workplace

If bringing a child to work with the employee is unavoidable, the employee must contact his/her immediate supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany the employee while working. Factors the supervisors will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-workers' work. Consideration will not be given to allowing a child with an illness to come to work with the employee.

A child brought to the workplace in unavoidable situations will be the responsibility of the employee parent and must be accompanied and be under the direct supervision of the employee parent at all times. Excessive need to bring a child to the workplace may result in discipline, including termination. ~~ion.~~

1.18 Telecommuting

The District may permit some employees in specific positions to telecommute and work at home as long as telecommuting does not impact the employee's productivity or adversely affect the efficient operation of the District. Some positions within the District, by their very nature, do not lend themselves to telecommuting. For example, positions that require the supervision of other employees usually cannot be performed off site as it is an integral part of those positions for the supervisors to be available to answer questions and coach employees in their growth and development. The District will determine whether a specific job may be performed effectively off site and whether an individual is effective working without supervision at home. When considering telecommuting, the immediate supervisor and employee are responsible for ensuring that the following conditions are met:

1. Telecommuting does not adversely affect the District, departmental assignments/projects, customer relations, or other work units;

2. There is adequate and suitable work available for the employee to perform at home with no supervision.

3. The position is appropriate for telecommuting arrangement;

4. The employee has maintained a good work record prior to making his or her request to telecommute (e.g., no excessive or unexcused absences and no corrective action within the last six months of employment).

Employees interested in telecommuting should discuss with their immediate supervisor whether telecommuting is an option in their current position. If the immediate supervisor and Executive Director agree, the employee and immediate supervisor should meet with the Executive Director in order to draft an agreement that permits the employee to telecommute. The agreement will need to be signed by the employee, the employee's immediate supervisor, and Executive Director.

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Section 2: Payroll Policies & Procedures

2.1 Compensation Program

The Board of Park Commissioners generally reviews the Park District's compensation program annually and any changes made in the compensation program will be established by official action of the Board.

Workweek: The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

Salary Adjustments: Under usual and appropriate circumstances, full-time employees will be considered for salary adjustments on an annual basis, which will be based on several factors, including without limitation, performance. Any adjustments generally will be effective on a schedule pre-determined by the Director. Part-time employees will be considered for salary adjustments based on several factors, including without limitation, performance, on either their anniversary date or on a schedule pre-determined by their Superintendent ~~department head~~ or the Director. Employees receiving an unsatisfactory performance evaluation are not eligible for any wage increase and may be subject to disciplinary action, up to and including dismissal.

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2.2 Overtime & Compensatory Time

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA). (See Section 1.7 for relevant employee classifications.)

Eligibility
Non-exempt employees are entitled to overtime compensation at the rate of one and one-half times their established pay rate for all hours worked in excess of 40 in a single workweek. For purposes of overtime calculation, "hours worked" shall not include any form of leave, or other non-working time, whether paid or unpaid. Exempt employees are entitled to overtime compensatory time on a one-hour for one-hour basis.

Overtime Obligations and Approval
Depending on the Park District work needs, employees may be required to work overtime. Employees are required to work overtime when necessary and any employee's unwillingness or refusal to do so may be cause for disciplinary action, up to and including dismissal.

For all non-exempt employees, prior approval of the employee's immediate supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action.

Overtime Compensation
The Park District will compensate all non-exempt employees for overtime hours through overtime pay. ~~The employee may request to be either~~:

~~1.~~ Compensated with pay at the rate of $1^1/_2$ times the regular hourly rate for all hours worked in excess of forty in a single work week; or

~~2. Compensated through compensatory time off at the rate of $1^1/_2$ hour for each hour worked in excess of forty hours in a single workweek.~~

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Employees shall be permitted to use compensatory time within a reasonable period after making the request if, in the opinion of your immediate supervisor, the use of the compensatory time does not unduly disrupt the operations of the Park District. ~~However, the Park District may, in its own discretion, elect to pay cash wages for overtime rather than permitting additional accruals of compensatory time.~~

Generally, ~~non-~~exempt employees may accumulate no more than 16 hours of compensatory time at any one time. No more than 16 hours of compensatory time may be taken consecutively and must be scheduled with the approval of the immediate supervisor. However, in some circumstances more than the maximum compensatory time may be accrued by an employee depending on the type of work performed by that employee (e.g., public safety activity, an emergency response activity, or a seasonal activity). Accrual of more than 16 hours of compensatory time must be approved by the Executive Director.

Termination of Employment
Upon termination of employment, payment for documented accrued compensatory time will be calculated at the average regular rate of pay for the final three years of employment or the final regular rate received by the employee, whichever is higher.

2.3 Payroll Periods & Payday

All employees are paid every other Friday for the two-week (14-day) period which ends at midnight the preceding Sunday. If payday is a Park District recognized holiday, employees will be paid on the preceding workday. Paychecks may not be given to anyone other than the assigned without your written consent. Employees are strongly encouraged to enroll in the Park District's Direct Deposit Plan due to the advantages to the employee and the Park District. Otherwise, please make arrangements with your immediate supervisor to collect your paycheck if you are not scheduled to work on a payday. If you terminate your employment in the middle of a pay period, you will be paid for the actual hours you worked.

In the event of a lost paycheck, ~~the Office Manager~~ human resources must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Park District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Park District within 24 hours of the time it is demanded.

2.4 Payroll Deductions

Automatic payroll deductions will be made for federal and state income tax purposes, health insurance deductions (if any), social security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for elective programs such as supplemental health or life insurance, tax-deferred retirement plans, and supplemental life insurance. Please contact ~~the Office Manager~~human resources for information on payroll deductions.

Except as required by law or court order, deductions will not be taken without your written authorization. Other involuntary deductions may be made as required by law or court order, such as child support payments and wage garnishments. Also, employees who meet certain hourly requirements will have Illinois Municipal Retirement Fund (IMRF) pension contributions withheld. Please see section 4-3 for more information on IMRF.

2.5 Work Schedules

Work schedules are based on the needs of the Park District. The number of working hours that will be scheduled is subject to the financial and staffing requirements of the Park District and employees are not guaranteed any specific number of hours per day or week. The responsibilities of certain positions may require an employee to be on call on a 24-hour basis. At the Park District's discretion, the Park District may change the work schedules.

Any change in work schedules or exchange of work periods among employees may not be made without the prior, written approval of your immediate supervisor. Violation of this policy may result in disciplinary action, up to and including dismissal.

Preparation for conducting a quality recreation program is considered in compensation. The Executive Director will determine whether compensation for preparation is to be included in the hourly wage paid the instructor or by allowing additional paid hours for time spent.

2.6 Recording of Hours Worked

All exempt and non-exempt employees are required to maintain an accurate and legible record of the hours worked, as well as vacations, sick leave, personal days, and other authorized absences, whether by time sheet or time~~-~~card. For non-exempt employees, these time records, which must be approved by your immediate supervisor, are the basis for paycheck calculation. Time is to be recorded accurately on the timecard.~~sheet.~~ The reported time of non-exempt employees will be computed for payroll purposes to the nearest quarter of an hour (15 minutes) ~~per week.~~ All non-exempt employees who work more than six consecutive hours receive an unpaid meal period. If you have permission to leave during working hours, you must sign out when you leave and sign in when you return. You are responsible for your own time records. Violation of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

2.7 Meal~~Lunch~~ & Rest Periods

Superintendent ~~Department heads~~ are authorized to establish and arrange lunch periods and reasonable rest periods during each workday that are most consistent with departmental operation. The granting of rest periods is entirely at the discretion of the Superintendent~~department head.~~

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Authorized rest breaks are to be taken away from the designated work area but employees are not permitted to leave Park District premises during this period. Rest break time is compensated as work time.

Employees who choose to remain at work during a rest or lunch break cannot leave work early. Employees who are asked to work through their lunch hours and who perform job tasks during this time will be compensated for the time worked.

Employees working a shift of 7.5 hours or longer are entitled to take an unpaid thirty (30) minute meal period, which must begin no later than five (5) hours after the start of their shift. This does not apply during times when participants are in the care of staff. Staff is paid for the lunch time in these cases.

An employee who does not exercise the right to a meal period waives this right and cannot claim it at a later date.

Nursing mothers will be provided reasonable paid break time to express breast milk for her nursing infant child each time the employee has the need to express milk for one year after the child's birth. The break time may at the same time as any existing break time taken by the employee. The employee will be compensated at the employee's regular pay rate for the break. The employee will not be required to use paid leave during the break time.

Commented [MH3]: Nursing Mothers in the Workplace Act amendments for paid break time effective Jan 1, 2026

2.8 Emergency Closings

On occasion, due to inclement weather, national crisis, or other emergency, the Park District may close for all or part of a normally scheduled workday. The Park District will attempt to notify employees of its closure through announcements on predetermined local area radio stations. Emergency closure is considered unpaid leave for all non-exempt employees.

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2.9 Overstaffing

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If there are more employees than are needed to conduct a program, employees may be relieved of duty (sent home).The Park District does its best to notify employees prior to the start of a shift if they will not be needed, but there are times employees may arrive at a shift and then are sent home early.

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Section 3: Time Off Benefits

3.1 Holidays

The Park District observes the following holidays:

New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve.

Holidays that fall on a weekend will be observed on either the preceding Friday or following Monday for full time employees~~.~~

In addition to the holidays listed above, eligible employees shall also be granted one (1) floating holiday each calendar year. The floating holiday may be taken on 12/26 or at the employee's discretion, the exact day subject to the approval of the employee's Superintendent~~Department Head~~. Floating holidays shall not accrue from year to year. Employees shall not be paid for unused floating holidays at the time of the termination of their employment. Except as otherwise provided herein, all other employees may be granted holiday leave without pay.

Commented [MH4]: Do you want Dec 26th added as a holiday in the list of days, or as a floating holiday, where they could choose to use their floating holiday on Dec 26, but could use it on a different day, if they choose?

Full-time Employees
Exempt employees required to work on a holiday are entitled to the number of hours worked in compensatory time. Non-exempt employees required to work on a holiday are entitled to ~~take~~ bank either compensatory time or ~~compensatory~~ receive pay at the rate of 2 times the regular rate of pay. A holiday will not count as a day of used vacation leave when the employee is on an approved vacation leave.

Part-time Classification I Employees
Part-time Classification I Employees who are otherwise scheduled to work on holidays are entitled to receive those days with pay. Holiday pay will be based on hours the employee would normally work. If a Part-time Classification I Employee works on a holiday, the regular rate of pay will be given in addition to the holiday pay. Note that scheduled days off of preschool are not considered normal work days and therefore no holiday pay is given.

3.2 Vacation Leave

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Eligibility
Full-time employees earn paid vacation leave beginning with their month of hire and may be granted a vacation leave after six months of continuous employment.

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Amount of Vacation

The basis for administering the vacation policy is the Park District fiscal year, May 1 through April 30. The number of eligible vacation days is determined by an employee's total fiscal years of service while employed by the Park District on a continuous full-time basis. A vacation day is based on the employee's regular work schedule.

New employees accumulate a prorated amount of vacation time from their month of hire to the following May 1st. Thereafter, employees earn vacation days on a fiscal year basis.

~~Calendar Years of Service~~	~~# Vacation Days~~
~~1-3~~	~~10~~
~~4~~	~~11~~
~~5~~	~~12~~
~~6~~	~~13~~
~~7~~	~~14~~
~~8~~	~~15~~
~~9~~	~~16~~
~~10~~	~~17~~
~~11~~	~~18~~
~~12~~	~~19~~
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~~18~~	~~25~~
~~19~~	~~26~~
~~20~~	~~27~~
~~21~~	~~28~~
~~22~~	~~29~~
~~23 and over~~	~~30~~

Length of service	Vaction earned/pay period	Vacation earned/year
0-3 years	3.08 hours	12 days
4-8 years	4.62 hours	17 days
8-13 years	6.15 hours	22 days
14-18 years	7.69 hours	27 days
19+ years	9.23 hours	32 days

The Director may, with Board approval, give vacation credit to new employees for service years with prior employers. In order to qualify, the new employee may be required to submit written verification of dates of employment with prior employers.

Vacation as Sick Leave or Other Leave

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Commented [MH5]: I tried to keep the bands close to what you currently have so that people would not "lose" days. But alternatively, you could make the bands be on the 5 years (0-4, 5-9, 10-14, 15-19, 20+)

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Eligible vacation days may be used in lieu of paid sick leave when and if all accrued sick leave has been exhausted. At the discretion of the Park District, vacation days may be required to be used for other types of leave, providing that the benefits associated with those leaves are exhausted.

Scheduling Vacation
The minimum vacation increment is a 1/4 hour. The immediate supervisor must approve vacation leaves in advance. The immediate supervisor will make every effort to comply with a request for vacation time. The immediate supervisor will approve or disapprove the dates requested depending on the workload during the particular time requested. When two or more employees in the same department request the same days off (and it is not possible to let both have it) the Superintendent ~~department head~~ will decide based on factors such as seniority, timeliness of vacation request, personal situations, and emergencies.

Vacation Accumulation
At the discretion of the Director, an employee may be permitted to accrue (and carry) into the subsequent fiscal year, up to 50% of the unused annual vacation allotment up to an overall maximum 30 vacation days. The Park District has the right to require redemption of accumulated vacation days in excess of 30 days.

Vacation Pay Upon Termination
The employee will receive pay for any unused vacation days earned if employment is terminated for any reason. Payment for accrued but unused vacation leave is based upon the employee's regular hourly rate of pay or rate of salary at the time of termination. Compensation for any unused vacation time will be paid no later than the second pay period following the date of termination. With mutual agreement of the Community Park District and the terminating employee, said compensation may be paid over a period of time not to exceed three years. Any payment due upon the employee's death will be made to the employee's estate.

Employees who fail to return to work following the end of an approved vacation leave may be considered as having voluntarily resigned from the Park District effective immediately.

~~3.3 Personal Days~~

~~Full-time employees are granted two (2) personal days per fiscal year after six months employment and thereafter on each May 1.~~

~~Part-time Classification I and II Employees are granted one (1) personal day. Qualifying employees receive one additional personal day for every subsequent year of service up to a maximum of 7 personal days. Part-time, Class I and II employees granted a personal day are paid for the number of hours they were scheduled to work.~~

~~Personal days are subject to the approval of your immediate supervisor. Personal days are granted to employees to allow paid time off for personal reasons of any nature, including holidays not recognized by the Park District.~~

~~Personal days are not cumulative and must be taken during the year granted or they will be forfeited without compensation.~~

3.4 Sick Days

Full-time employees are granted sick days based upon their regular work schedule at the rate of one day per month starting on the date of hire. Unused sick leave may be carried forward from one year to the next except that the maximum accrual may not exceed ~~120~~ 240 days as of April 30th of each year. Sick leave accumulated over 240 days will be forfeited and not paid out to the employee. ~~After accumulating 120 sick days, full time employees will receive 1 additional catastrophic sick leave day for each 4 unused~~

~~sick days. The total number of catastrophic sick leave days cannot exceed 120 days. Catastrophic sick days will not count toward the separation of benefits detailed below.~~

Sick days will not accrue while an employee is on a leave of absence.

Sick days may be used when the absence from work is a result of an employee's non-work-related injury or illness. Although employees are encouraged to make doctor and dentist appointments during non-working hours, paid sick days may also be used for doctor/dentist appointments, illness in immediate family or doctor/dentist appointment in immediate family. Sick leave used for these purposes may be counted toward an employee's family and medical leave entitlement, if applicable, in accordance with Section 3-8 below. In accordance with the Illinois Employee Sick Leave Act, 820 ILCS 191/1, *et seq.,* and for purposes of this Section 3.4, "immediate family" includes the employee, the employee's spouse, domestic partner, child, stepchild, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Whenever an employee is going to be absent or late to work, the employee must directly notify the immediate supervisor or the supervisor at the succeeding level of authority at least 30 minutes before the scheduled starting time. Failure to notify a supervisor may be considered absence without leave, which may result in loss of pay and/or disciplinary action, up to and including dismissal. Notice of sick leave must be later confirmed in writing as soon as possible after the leave or as soon as requested by the immediate supervisor.

If you are away from work for three (3) or more consecutive days because of illness or injury, or if your immediate supervisor becomes aware that you have incurred an illness or injury likely to last more than three (3) consecutive days, you may be required to provide documentation from your physician or other health care provider confirming your illness or injury, your fitness to return to work, and your ability or inability to perform the essential functions of your position. If your immediate supervisor has reason to suspect

Commented [MH6]: I would recommend sick bank of 240 days (based on eliminating the catastrophic days), but please change if you have something else in mind

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Commented [BK7]: Can we move this or make this stand out more? Possibly around the no call no show policy?

Commented [MH8R7]: See attendance policy, 6.8

abuse of this sick day policy, you may be required to provide such documentation for time away from work of less than three (3) consecutive days. Failure to comply with this policy or abuse of this policy may result in disciplinary measures, up to and including discharge.

An employee is entitled to a 25% payout of up to 120 unused sick days upon leaving the Park District in good standing and not on disability. Payment will be based upon the employee's final rate of pay. ~~Employees leaving the Park District in good standing who have accumulated at least 24 sick days prior to 2009 will be entitled to 50% payout of up to 120 unused sick days. With mutual agreement of the Community Park District and the terminating employee, said compensation for unused sick days may be paid over a period of time not to exceed three years. Any payment due upon the employee's death will be made to the employee's estate.~~

3.5 Bereavement Leave

Death in the Family

All full-time and Classification I & II part-time employees are allowed up to five working days with pay to attend the funeral of a family member. Pay is based on the number of hours that the employee was regularly scheduled to work on those days. These days are to be taken consecutively. For the purpose of this policy, the term "close relative includes the following relationships, whether established by blood, marriage, or other legal action: grandmother, grandfather, mother, father, husband, wife, son, daughter, sister, brother, granddaughter, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-child. Up to three working days with pay are allowed to attend the funeral of an extended family, which include an aunt, uncle, niece, nephew or 1st cousin. Proof of death and relationship to the deceased may be required.

~~Child~~ Family Bereavement Leave

In accordance with the Illinois ~~Child~~ Family Bereavement Leave Act (820 ILCS 154/1, *et seq.*), an employee who is an eligible employee under the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.,* (that is, an employee who has been employed by the Park District for at least 12 months and who has worked at least 1250 hours in the 12 month period preceding a leave taken in accordance with this subsection) shall be entitled to a maximum of ten (10) working days of unpaid bereavement leave to attend the funeral (or alternative to a funeral) of the employee's ~~child~~ immediate family member (defined as the employee's parent, stepparent, mother-in-law, father-in-law son or daughter who is the biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*), to grieve, attend the funeral or alternative to a funeral of a covered family member, or make arrangements necessitated by the death of ~~the child~~a covered family member, a stillbirth, miscarriage, unsuccessful reproductive procedure, faild adoption match or an adoption that is not finalized, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility~~, or grieve the death of the child~~. Such leave must be completed within 60 days after the date on which the employee receives notice of the ~~death of the child~~event.

Commented [BK9]: We would like to confirm if we can delete this because it for a previous employment situation and we do not have anyone who has been here since 2009 now.

Commented [MH10R9]: Yes, that's fine

~~In the event of the death of more than one child in a rolling 12-month period, an eligible employee is entitled to up to six (6) weeks of child bereavement leave during that 12-month period.~~Employees are entitled to a maximum of 6 weeks of leave if they experience more than one event during a 12-month period.

An eligible employee must give the Park District at least 48 hours of advance notice of the employee's intention to take ~~child~~ family bereavement leave, unless providing such notice is not reasonable or practicable. The Park District may require reasonable documentation to support the leave, which may include a death certificate, a published obituary notice, or written verification of death, burial or memorial services, from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

An employee may substitute paid time off (including vacation and floating holidays), to the extent available, for unpaid time off, in addition to paid time off allowed under the Park District's Death In The Family Policy, set forth above. However, nothing in this ~~Child~~ Family Bereavement Leave Policy shall be interpreted as increasing the total amount of time off (consisting of unpaid time off or paid time off substituted therefor) available to an employee in any rolling 12-month period under the Family and Medical Leave Act, nor shall this ~~Child~~ Family Bereavement Leave Policy be interpreted as increasing the amount of paid time off otherwise available to an employee under the Death In The Family Policy or any other Park District leave or paid time off policy.

Under the Child Extended Bereavement Act (820 ILCS 154/1, *et seq.*), full-time employees who have been employed for at least two weeks are elgibile for up to six (6) weeks of job protected unpaid leave. Leave may be taken intermittently in increments of no less than 4 hours. Leave must be used within one year after the employee notifies the Park District of the event. An employee who takes leave under this Act, cannot also take leave under the Family Bereavement Leave Act.

3.6 Jury Duty

Full-time and Classification I & II part-time employees selected for jury duty will be granted time off for the duration of their jury service. Eligible employees will receive an amount equal to the difference between their regular base pay (if exempt) or the number of hours for which the employee was scheduled to work on those days and their jury duty pay, up to a maximum of 10 working days. In order to receive pay from the Park District, employees eligible for pay must submit a copy of the check received for jury duty to ~~the Office Manager~~human resources.

All other employees will receive jury duty leave without pay from the Park District. All employees must provide written notice, supported with appropriate documentation of jury duty (e.g., the jury duty summons), to their immediate supervisor as promptly as possible, before reporting for jury duty. During jury duty, and as promptly as possible, employees must inform their immediate supervisor as to the expected duration of the jury duty. Following jury duty, all employees must provide the Park District with appropriate documentation evidencing the length of their jury duty.

3.7 Family & Medical Leave

Introduction

This section briefly summarizes rights and regulations under the Family and Medical Leave Act of 1993 ("FMLA"). During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position. Certain highly compensated key employees may be denied reinstatement as detailed below.

Eligibility

Those employed by the Park District for at least twelve (12) months and who have worked at least 1,250 hours during the12-month period preceding the start of the leave, are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period.

Reasons for Leave

A leave may be taken for the following reasons: (1) birth and care of a newborn child; (2) placement of a son or daughter for adoption or foster care in the employee's home; (3) to care for the employee's parent, spouse or child (but not in-law) with a serious health condition; or (4) to attend the employee's own serious health condition which renders the employee unable to perform the functions of the employee's job.

For purposes of this policy, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves **one** of the following:

1. **Hospital Care.** Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity relating to the same condition.
2. **Absence Plus Treatment.** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves either: (1) treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
3. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care.
4. **Chronic Conditions Requiring Treatment.** A chronic condition which: requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider; continues over an

extended period of time; and may cause episodic rather than a continuing period of incapacity.

5. **Permanent/Long-Term Conditions Requiring Supervision.** A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
6. **Multiple Treatments (non-chronic conditions).** Any period of absence to receive multiple treatment (including any period of recovery there from) by a healthcare provider or by a provider of health care services under orders of, or in referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Medical Certification
Any request for a leave under the Eligibility Section must be supported by certification issued by the applicable health care provider. You may obtain a certification form from human resources. ~~the Office Manager.~~

At its discretion, the Park District may require a second medical opinion and periodic re-certification to support the continuation of a leave. If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the District.

Intermittent or Reduced Work Schedule Leave
If certified as medically necessary for the serious health condition of you or your spouse, child or parent under the Eligibility Section above, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on an intermittent basis, however, the Park District may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

Notification and Reporting Requirements
All requests for leaves of absence must be submitted to your supervisor ~~or the Office Manager~~ at least thirty (30) days in advance of the start of the leave (except when the leave is due to an emergency or is otherwise not foreseeable). Your supervisor will forward the request to the Director for approval. If your leave request is approved, you will receive an FMLA Response Form. You must also make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work.

Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. The maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve-month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a rolling twelve (12) month period.

An employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action; up to and including discharge.

A leave of absence will not affect the continuity of Park District employment. The original date of employment remains the same for seniority purposes. However, employees will not accrue any benefits while on unpaid leave.

Employee Benefits During Family and Medical Leave of Absence
You will be permitted to maintain health insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion (if any) of the premiums, you will be required, under certain circumstances, to reimburse the Park District for the costs and expenses associated with insuring you during the leave.

Return from a Family and Medical Leave
If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider stating that you are able to perform the essential functions of the job. If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us.

Key Employees
Certain highly compensated key employees may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the Park District operations. A “key” employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

Coordination with Other Policies
You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on Family and Medical Leave. Similarly, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation, will be counted toward your Family and Medical Leave.

3.8 Personal Leave of Absence

Eligible full-time and Classification I & II part-time employees may be granted personal leave of absence for a period not to exceed 90 consecutive calendar days within any 24 consecutive month period. This is an unpaid leave except in the case of a full-time or Classification I part-time employee who may elect to use accrued benefit time during the leave, such as sick time, personal time, vacation time or compensatory time. Normally, a personal leave of absence will not be granted during the first year of employment.

1. All requests for personal leaves should be made in writing and must be approved by the employee's supervisor(s) and the Director. The following considerations will be taken into account when determining whether or not to grant the leave: purpose for which the leave is requested; length of time the employee plans to be away; the employee's job performance and attendance and punctuality record, the effect the employee's absence will have on the work in the department (i.e., the staffing requirements in the employee's facility or department); the employee's position and length of service; the expectation that the employee will return to work when the leave expires; and, any other factors deemed relevant by the Park District in its sole discretion. Each request will be reviewed on a case-by-case basis.
2. You must provide a written application for a personal leave of absence to your immediate supervisor at least one month in advance of the date you would like the leave to begin. If you request an extension while on FMLA leave period, the request must be made at least two (2) weeks prior to the end of the original leave. The application must specify the reasons for the extended leave and the length of time the employee intends to be away.
3. Additional leave time may be granted, provided that it does not extend the total leave beyond one year, including leave granted under the FMLA, if any. Requests for additional leave time must be made in writing at least two weeks prior to the expiration of the initial leave period and must specify the reason(s) for the request and the amount of additional time sought. The Director must approve this request.

4. While a full-time employee is on an approved personal leave, the employee will be eligible to continue the group health insurance coverage in existence for that employee at the start of the leave under the Park District's group plan for the duration of the leave provided that the employee pays 100% of the premium contribution. Other employment benefits, if any, such as vacation, sick leave, or personal days, shall not accrue during a personal leave of absence. Employees on a personal leave, however, will not forfeit any benefits that accrued prior to the start of the leave.
5. Any planned salary increase for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave, and the length of the leave will extend the normal appraisal date.
6. In the case of an employee's own illness or injury, a physician's statement certifying the employee's ability to perform the essential functions of his job is required by the Park District before an employee may be permitted to return to work.
7. Although the Park District will attempt to reinstate the employee at the conclusion of the personal leave period to the same or similar position to the one vacated, conditions may arise which necessitate the filling of the vacated position. Accordingly, the Park District does not guarantee reinstatement after a personal leave of absence.
8. Any employee who fails to return to an available position on the first scheduled working day after the leave of absence has expired will be considered to have resigned from the Park District. However, pursuant to the Park District's American With Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA (See Section 1-3).

3.9 School Visitation Rights Act

Employees who have worked for the Park District at least six (6) months for an average of at least twenty (20) hours per week, may be eligible to take up to eight (8) hours of unpaid school visitation leave per school year to attend school conferences or classroom activities related to your child(ren) if the conference or classroom activities cannot be scheduled during non-work hours. For purposes of this policy, "school" means any public or private primary or secondary school or educational facility located in Illinois or a state that shares a common boundary with Illinois.

No more than four hours of leave may be taken in any one-day. Leave will not be granted until the employee has used all available vacation leave, personal days and floating holidays.

Before arranging attendance at the school conference or activity, you must provide the Park District with a written request for leave at least seven (7) days in advance of the requested time off. In an emergency situation, you may give twenty-four (24) hours notice. In addition, you must consult with your immediate supervisor to schedule the leave so as not to disrupt operations unduly.

School visitation leave shall be unpaid. You may choose, however, to make up the time taken for school visitation leave on a different day or shift if the Park District may reasonably provide such arrangement. If you choose not to make up the time taken, or an arrangement to make up such time cannot be made, you will not be compensated for the leave taken.

Upon completion of a school visitation, you may be required to produce documentation of your visit from the school administrator and submit such documentation to the Park District.

Failure to submit the documentation upon request to the Park District within 2 working days of your school visit may subject you to disciplinary action.

3.10 Military Leave

Employees inducted into the Armed Services of the United States under the Military Selective Service Act, 50 U.S.C. § 3801, *et seq.* (or under any subsequent corresponding law) for training and service shall receive military leave and reemployment benefits in accordance with applicable law. Employees who enlist in the Armed Services of the United States shall also receive military leave and reemployment benefits in accordance with applicable law.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), ~~the Illinois Military Leave of Absence Act, the Public Employee Armed Services Rights Act, and the Local Government Employees Benefits Continuation Act,~~ and the Illinois Service Member and reemployment Rights Act (ISERRA), leaves of absence will be granted for all employees who are called or volunteer for military service, including training duty with a reserve component of the United States Armed Services, including the National Guard and the Illinois State Militia. During such leave, the employee's seniority and other benefits shall continue to accrue. In addition:

a. During leaves of absence for annual training or equivalent orders, the employee shall continue to receive his or her regular compensation as a Park District employee, for up to 30 work days per calendar year;

b. During leaves for ~~basic training~~active service, for up to 60 work days per calendar year of special or advanced training, and for any other training or duty required by the United States Armed Forces, the employee shall receive differential compensation (his or her regular compensation minus the amount of his or her base pay) for military activities; After three (3) years of consecutive leave, while performing voluntary active service, the employee's entitlement to differential compensation shall be terminated.

Should the employee return to work for more than 90 calendar days, the employee's right to differential compensation shall be reinstated.

c. For any member of the Illinois National Guard or any member of any branch of the Armed Forces Reserve who is placed on active duty status, the following rights and benefits of the employee shall be preserved and protected:

i) the provision of insurance coverage and its automatic continuation immediately upon return to employment status with the Park District; and

ii) the right to any promotional, employment, contractual or salary benefits, or pension rights and benefits, that accrued while the employee was on active duty status.

d. For employees other than those covered under subparagraph (c), above, the following shall apply: During a military leave of less than thirty-one (31) days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than thirty (30) days, an employee may elect to continue his/her health coverage for up to eighteen (18) months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage. [NOTE: Employees and/or dependents who elect to continue their coverage may not be required to pay more than 102% of the full premium for the coverage elected. The premium is to be calculated in the same manner as that required by COBRA.]

2. Notice Prior to Start of Military Service.

Employees must provide the Park District with at least thirty (30) days advance written notice prior to the start of leave for military service when it is feasible to do so. Such notice must include, without limitation, a copy of your orders. Upon return to the Park District from military training, the employee must submit a statement signed by an appropriate military official indicating the time the employee spent in military training and/or service.

3. Reinstatement upon Completion of Military Service

An employee who is drafted or ordered into the military service shall be entitled to return to his/her former position at the current rate of pay with no loss of seniority and benefits, provided such employee returns to work within ninety (90) days of discharge from military service. Seniority shall accrue while in the service on active duty.

An individual returning from initial active training duty is entitled to reemployment if the following conditions have been met:

a. The reservist was called for initial active duty training for at least twelve (12) weeks and was called to active duty for at least ninety (90) days.

b. The reservist applies for reemployment within thirty-one (31) days after release from active duty for training after satisfactory service or from discharge from hospitalization from military injury, provided it is less than one year after the scheduled release from duty.

3.11 Absence Without Leave

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Absence without leave is any absence from work, including a single day or portion of a day, which has not been granted or approved in accordance with established policy and procedure. In such cases, pay may be denied and the employee may be subject to disciplinary action, up to and including dismissal.

If you are absent without leave for three consecutive working days, you will be considered to have voluntarily resigned your position. Where your absence is determined excusable on conditions that rendered prior approval impossible, the charge of absence without leave may be changed to vacation leave, sick leave, or leave without pay.

~~3.12 CatastrophicSick Leave Bank~~

~~The District agrees to establish a Catastrophic Sick Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank will allow District employees to donate time to the bank to be distributed to specific employees, so that he/she can remain in a paid status for a longer period of time, thus partially assisting the financial impact of the illness, injury or condition.~~

Commented [MH13]: Do you want to remove this all together or change how employees can donate their time?

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~~Eligibility~~

~~To be eligible for this benefit, the receiving employee must: 1) Have passed his/her initial District probationary period, 2) Have sustained an illness, injury or condition which prevents the employee from working and may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including - vacation, sick leave, personal days, and/or compensatory time off, 4) Be unable to return to work for at least 30 days, and 5) conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.~~

~~**Benefits**~~
~~Other employees will be able to donate their sick time or vacation time on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. The total leave credits received by an employee will not exceed three months.~~

~~**Guidelines for Donating Leave Credits to The Time Bank**~~
~~a. Sick or vacation time may be donated by any employee who has completed his/her initial District probationary period.~~
~~b. Time donated will be converted from vacation or sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.~~
~~c. The total amount of time donated to one employee by another employee shall not exceed eighty (80) hours. The total leave credits received by the employee shall not exceed three months.~~
~~d. Initial leave time donations must be a minimum of one day and thereafter, in four-hour increments. An employee cannot donate leave hours that would reduce his/her sick time balance to less than one week.~~
~~e. The use of donated leave hours will be in consecutive day increments.~~
~~f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.~~
~~g. Under all circumstances, time donations made by an employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness or injury, any balance will be forfeited.~~
~~Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.~~

3.13 Paid Leave Time

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This Paid Leave Policy applies to all employees who are not entitled to at least 40 hours of paid time off (which can be used for any purpose) under other Park District policies. Part-time and seasonal employees are eligible for Paid Leave time. This Paid Leave Policy is provided pursuant to Cook County Paid Leave Ordinance.

Basic Leave Entitlement/Accrual Methods

All eligible employees will earn one (1) hour of paid leave for every 40 hours worked with accrual capped at 40 hours of paid leave per 12-month period. The 12-month “accrual period” is an individualized accrual method. The Park District will award paid leave time based on a 12-month period tied to the District’s fiscal year of May 1. On January 1, 2025, or their first day of employment, whichever is later, eligible employees start accruing one hour of paid leave time for every 40 hours worked. Once an eligible employee reaches 40 hours of paid leave time in the 12-month period, the employee will stop accruing leave and will not accrue any further leave until the District’s fiscal year of May 1.

Notice of Leave
If the use of paid leave is foreseeable, the employee must give Park District at least seven (7) days' notice of the planned leave in accordance with the Park District's usual procedure for requesting time off. Failure to provide such notice may be grounds for delay or denial of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the Park District as soon as practicable and, absent unusual circumstances, in accordance with Park District normal leave procedures.

Use of Paid Leave
Paid leave may be used starting on April 1, 2025, or after an employee has been employed for at least 90 calendar days, whichever is later. Paid leave must be used in increments of at least two (2) hours.

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Employees may use their paid leave for any reason. Employees are not required to provide the Park District with a reason for the leave nor are they required to provide documentation or certification in support of the leave.

However, there may be times when the Park District is unable to grant a request for time off under this policy, for example, to meet the operational needs of the organization, to maintain required staffing levels, to meet participant demands, and/or to ensure that safety objectives are met. Requests during training/orientation which are mandatory for employees will be denied. In the event an employee's request is denied for one of these reasons, employees can: (1) check to see if their request is covered under another Park District policy or, (2) re-submit their request for an alternative date.

Carryover
Employees may carryover any accrued but unused paid leave to the following accrual period, but may not use more than 40 hours of paid leave per 12-month period (regardless of any carryover). Employees who have access to 40 hours of leave either through accrual or carryover or both, will not accrue additional time until they fall below the 40-hour mark.

Payment of Leave
Paid leave will be paid at the employee's base pay rate at the time the leave is taken, or the required minimum wage, whichever is higher. Paid leave is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses. Employees will not be paid any accrued but unused paid leave upon termination of employment. If an employee's employment ends but is rehired within twelve months, all accrued paid leave will be reinstated and the 90-day usage waiting period shall not apply.

No Retaliation
Retaliation of any kind is prohibited because an employee (1) exercises rights or attempts to exercise rights under this Policy or the Paid Leave Ordinance, (2) opposes practices which the employee believes to be in violation of the Ordinance, or (3) supports the exercise of rights of another under the Ordinance.

Employees may raise any concerns about retaliation by following the complaint reporting procedure set forth in the Non-Discrimination and Anti-Harassment Policy.

Section 4: Employee Benefits

4.1 Disclaimer

The Park District has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Manual does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the ~~Human Resource Manager~~Executive Director. To the extent that any of the information contained in this Manual is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Park District and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the Park District reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that maybe extended to retirees and their dependents. Further, the Park District reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Benefits under the plans described herein will be paid only if the plan administrator decides in his/her discretion that the applicant is entitled to them.

4.2 Insurance Plans

Introduction

Eligible employees may enroll in certain group insurance plans based on their employment classification by timely completion of the required enrollment forms. The employee's portion of any required premium payment may be made through payroll deduction.

Group plans are subject to the rules and regulations of the insurance providers and the Community Park District. Except where prohibited by law, the Park District reserves the right to change, modify, cancel or discontinue any group insurance plans or change the amount of the required employee premium at any time with or without notice. Employees' insurance under the plan(s) will terminate immediately if the group policies are cancelled or if the employee fails to make any required premium payment.

Newly hired employees do not have to complete their Introductory Period before being eligible to participate in the plan; they are eligible to participate on their 31st day of employment provided that they meet all plan requirements.

Employee Insurance Plans

The following group insurance plans are limited to full-time employees and their dependents (as defined by the insurance providers).

Medical

Group medical and hospitalization insurance is available to all eligible full-time employees and employees who are classified as Full-Time Employees for ACA purposes only. A summary plan description is available from ~~the Human Resource Manager.~~human resources.

Life Insurance

The Park District provides all eligible full-time employees with basic life insurance based on the employee's annual base salary. A summary plan description is available from human resources.~~the Human Resource Manager.~~

Supplemental Insurances

The Park District offers supplemental medical and life insurance policies to eligible full-time employees and their dependents. The employee must pay the entire premium. Payment may be made through payroll deduction. Details on these plans are available from human resources.~~the Human Resource Manager~~.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides employees and their covered dependents the option to extend group health insurance coverage in the event the insurance terminates due to separation of employment, reduction of hours, death, divorce or legal separation, disability, or Medicare entitlement. Please contact human resources ~~the Human Resource Manager~~ for detailed information on COBRA

Early Retirement under the IMRF Pension Plan

Full-time employees electing to retire early under the IMRF Pension Plan may purchase at their own cost continuous health insurance coverage under the Park District's existing plan until age 65.

4.3 IMRF Pension Plan

Employees who work in Park District positions that meet certain hour standards are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF provides retirement, disability and death benefits to eligible participants. These benefits are in addition to those provided by Social Security. Participating employees contribute a certain percentage (currently 4.5%) of their gross pay as determined by IMRF through payroll deduction. Contributions are tax deferred, that is, not subject to either federal or Illinois income tax, but will be subject to federal income tax when refunded or withdrawn as a pension or death benefit. The Park District also contributes to IMRF on behalf of eligible employees. ~~Contact the Human Resource Manger for details.~~

The Illinois Pension Code determines how IMRF operates and administers IMRF benefit plans. On an annual basis, IMRF mails financial statements directly to the employee's home.

4.4 Deferred Compensation Plan

Commented [BK17]: I have no idea how to set this up

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The Park District has established a voluntary deferred compensation plan in accordance with state and federal guidelines in order to aid employees with their long-term financial planning. This plan allows you to put money aside for your retirement on a tax-deferred basis through payroll deductions. The Park District offers this plan as a voluntary service. Contact ~~the~~ h~~H~~uman r~~R~~esources ~~Manager~~ for details on this plan.

4.5 Social Security & Medicare

Federal law requires that a fixed percentage of your earnings is deducted from each paycheck and deposited with the Social Security Administration. In addition, the Park District contributes an equal amount to the Social Security Administration to help fund benefit programs. Detailed information on benefits, eligibility requirements and your account status is available from your local Social Security Administration office. The Social Security Administration recommends that you periodically verify your personal earnings and benefits. Information on requesting an account balance is available from your local Social Security Administration.

4.6 Unemployment Compensation

Park District employees are provided with Unemployment Compensation coverage in accordance with Illinois law. This coverage is provided at no cost to you. Should you become unemployed, you may be entitled to receive unemployment benefits provided you meet certain eligibility requirements. Additional information can be obtained from your local Unemployment Insurance office.

4.7 Indemnification & Liability Insurance

The Park District is required by state statute (70 ILCS 1205/8-20) to indemnify and protect employees against civil rights, damage claims and suits, constitutional rights damage claims and suits, death and bodily injury damage claims and suits, and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of employment, or under the direction of the Board. Such indemnification and protection shall extend to employees of the Park District at the time of the incident from which a claim arises. However, the Park District is statutorily prohibited from indemnifying employees for “punitive” damages. You may be covered by the Park District's liability insurance to defend any civil action that may be brought against you or the Park District, its agents, or any other employee for damages arising out of the lawful performance of your duties.

4.8 Workers’ Compensation

Park District employees are covered under the Illinois Workers' Compensation Act. The Act provides for medical care and replacement of wages if you sustain an injury arising out of and occurring in the course of your employment with the Park District. Non-job related illnesses or injuries, or illnesses or injuries not related to the performance of your assigned duties are not covered under the Act. If you have any questions regarding workers' compensation, please ~~see the Human Resource Manager, the~~ see human resources, the Executive Director, or contact the Park District’s Workers’ Compensation Coverage provider; PDRMA at 630-769-0332.

All employees must adhere to the following conditions.

1. Any work-related injury or illness (even if the employee is uncertain if the injury or illness is work-related but suspects it might be work-related) must immediately be reported directly to the employee’s immediate supervisor. If the immediate supervisor cannot be reached, report to the Superintendent ~~Office Manager~~ or Executive Director. **Failure to immediately report an injury or illness may jeopardize the employee’s eligibility for workers’ compensation benefits.**
2. Upon notification, the Park District shall instruct the employee to report to a designated hospital or physician for an examination or treatment. In the case of an emergency, the employee should go to the nearest hospital emergency room for treatment and then utilize the Park District’s Physician Network Referral Service if additional treatment is necessary.
3. All medical evaluations by any licensed physician must be submitted to human resources ~~the Office Manager~~ for the duration of your period of leave.
4. The Park District reserves the right to have the employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the Park District's expense and the physician will submit the results to the Park District. The employee is entitled to a copy of this report.
5. The Park District may assign an injured employee to a modified duty assignment in accordance with the Park District’s Modified Duty Program. No employee shall be allowed to return to work without a statement from a

physician approving the employee's return to work without restrictions, or with restrictions acceptable to the Park District.

6. The Park District reserves the right to re-assign the employee to another position during recovery from an occupational illness or injury. (See Section 1.14, Modified Duty Program for details.)
7. The employee may periodically be requested by the Park District to return for additional medical evaluations after a licensed physician has released the employee to return to work on a modified duty basis. For these doctor visits, the employee will be compensated at the employee's current rate of pay only for the period of time necessary for the visit, including reasonable transportation time. The Park District reserves the right to verify the time of the visit. Time taken over and above that that is necessary will be charged to the employee's available sick, personal or other time off. If the employee does not have any available time, the employee will be compensated only to the extent required by law.

Commented [BK19]: Just confused by what this means

Commented [MH20R19]: The extent required by law, is only the period of time necessary for the visit, including reasonable transportation time. And additional time is charged to their available sick or paid leave. If they don't have any more paid leave, then they won't be paid for the additional time off.

4.9 Continuing Education

Introduction
All employees are required to attend orientation meetings, staff meetings, and in-service training sessions that are designed to improve the overall job performance, communication and efficiency of the Park District. Employees may attend professional conferences, workshops, seminars, and technical meetings and may belong to professional associations as budgeted and approved by the Director. Such activities must further the insight of staff into better ways to operate and provide recreational services to the public.

Conference Attendance
It is the policy of the Community Park District of La Grange Park to provide, pay, or reimburse officers, employees and elected or appointed members of the Board of Park Commissioners for travel, meal, and lodging expenses incurred in connection with official business of the Park District, subject to and in accordance with the following:

1. The words "travel" and "entertainment" as used herein shall have the same meanings as those set forth in the Local Government Travel Expense Control Act (50 ILCS 150/1, *et seq.* (the "Act")), as may be amended from time to time.

2. The Community Park District of La Grange Park shall reimburse, up to the maximum allowable amounts set forth below, only the following types of travel, meal and lodging expenses, subject to satisfactory compliance with the terms and conditions set forth below:

A. Permitted Travel, Meals, and Lodging. An officer, employee or member of the Board of Park Commissioners may be reimbursed for travel, meal and lodging expenses incurred in connection with official business of the Community Park District of La Grange Park, which includes but is not limited to attendance at conferences, symposiums, conventions, meetings, site visits, and continuing education classes.

B. Approval of Travel. All official business-related travel of any officer or employee of the Community Park District of La Grange Park shall be approved in advance of the date of travel by the Community Park District of La Grange Park 's Executive Director. All official business-related travel of any member of the Board of Park Commissioners shall be approved in advance of travel by a roll call vote of said Board.

C. Maximum Allowable Reimbursement. The Community Park District of La Grange Park shall not reimburse any officer, employee, or member of the Board of Park Commissioners for any travel, meal, or lodging expense in connection with official Community Park District of La Grange Park business that exceeds the following in connection with any single event:

i. Travel expenses shall not exceed $3,000.00 in the aggregate.

ii. Meal expenses shall not exceed $74.00 per day, or the then current per-diem rate set by the General Services Administration (GSA) for Chicago, Illinois, whichever is greater.

iii. Lodging expenses shall not exceed $212.00 per day, or the then current per-diem rate set by the General Services Administration (GSA) for Chicago, Illinois, whichever is greater.

D. Expense Reimbursement Request. No reimbursement of travel, meal or lodging expenses incurred by an officer, employee or member of the Board of Park Commissioners shall be authorized unless the “Travel, Meal, and Lodging Expense Reimbursement Request Form,” attached hereto and made a part hereof as Exhibit A, has been submitted and approved. All documents and information submitted with the form shall be subject to disclosure under the Freedom of Information Act (5 ILCS 140/1 et seq.).

E. Approval of Expenses for Officers and Employees. All travel, meal, and lodging expenses for officers and employees shall be approved by the Community Park District of La Grange Park 's Executive Director. In addition, the Board of Park Commissioners' ratification and approval of the monthly payables shall serve as further confirmation that said travel, meal, and lodging expense reimbursements fall within the maximum amounts allowed under Section 2.C. above and are otherwise fully comply with this Policy.

F. Approval of Board of Park Commissioners' Expenses or Expenses in Excess of Maximum Allowable. Notwithstanding the foregoing provisions of this

Policy, expenses for travel, meals, and lodging of: (1) any officer or employee that exceeds the maximum allowed under Section 2.C. due to emergency or extraordinary circumstances; or (2) any member of the Community Park District of La Grange Park's Board of Park Commissioners regardless of amount may only be approved by roll call vote at a duly called open meeting of said Board.

G. Entertainment Expenses. Notwithstanding any of the foregoing, the Community Park District of La Grange Park shall not reimburse any officer, employee or member of the Board of Park Commissioners for any entertainment expenses, as that term is defined in the Act, and as may be amended from time to time.

Education
At the discretion of the Park District, you may be given the opportunity to take educational courses related to your position within the Park District. Interested employees should consult with their immediate supervisor. Park District resources are limited and the employee's immediate supervisor and the Director will evaluate individual requests. Please see section 4.10 for details on tuition reimbursement.

Professional Organizations
Employees are encouraged to join and participate in professional associations that promote Park District goals, individual skill development, professional recognition, or relate to your job responsibilities. However, employee participation in such associations must not conflict with the Park District's interests nor interfere with the employee's work responsibilities. Depending upon the benefits derived from membership by the Park District, the Park District may pay all or part of the membership fees.

Professional Certification
Full-time and some regular part-time employees in professional positions are expected to obtain and maintain relevant professional certifications. Recreation staff shall be or become Certified Park and Recreation Professionals and/or Certified Therapeutic Recreation Specialists. Other employees should obtain and maintain professional certifications relevant to their positions. ~~SEASPAR~~The District will pay for certification fees for employees and will pay for one certification examination per employee

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Commented [BK21]: Not sure if you want to include something like this. Will need to review with Jessica

4.10 Tuition Reimbursement

Regular, full-time employees who have worked for the Park District at least one (1) year may be eligible to participate in the Park District's tuition reimbursement program.

The Park District will partially reimburse the employee for tuition for certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in his or her current job. Costs other than the cost of tuition will not be reimbursed. The amount an employee receives will depend on the

Park District's approval and upon the grade received and will not exceed an annual reimbursement of $1,000.

To receive tuition reimbursement, an employee must apply and be approved in accordance with the following procedures before the course begins.

1. Receive from human resources ~~your Office Manager~~ a Tuition Reimbursement Form.
2. Complete and submit the form to the Executive Director for approval.
3. After completing the class, the employee should attach the tuition bill, the final grades and a copy of the initial Tuition Reimbursement Form and send them to human resources. ~~the Office Manager.~~
4. The employee will receive a reimbursement within thirty (30) days in accordance with the following schedule:
   a. For 90 percent reimbursement, the employee must receive a grade of "A" or points in the range of 3.5 -4.0.
   b. Reimbursement of 70 percent is offered for a "B" (3.0- 3.4).
   c. Reimbursement of 50 percent of the costs of the program is offered for a "C" (2.5-2.9/pass).
   d. No reimbursement is provided for a grade below 2.5.
   e. Reimbursement of 50 percent of the costs of the program is offered in courses graded on a "Pass/Fail" basis.

Unless specifically approved in writing by your Superintendent ~~Department Head~~ or Executive Director, course work may not be performed during business hours. If an employee resigns or is terminated for cause before receiving a grade, the employee will not be reimbursed for tuition expenses. If an employee resigns or is terminated for cause within twelve (12) months after receiving reimbursement, the employee must repay the Park District in full.

4.11 Employee Assistance Program

The Park District realizes that personal and work-related problems can affect an employee's job performance, health, family and emotions. To help with these pressures, the Park District has contracted with an independent firm to provide Employee Assistance Program (EAP) services on a confidential basis. The services are available to all full-time employees and their families. Please contact ~~the Office Manager~~human resources or Executive Director if you would like further information on the EAP.

4.12 Expense Reimbursement

The Park District may reimburse employees for necessary and reasonable expenses incurred while on authorized Park District business. In order to qualify for reimbursement, you must request prior written approval from your immediate supervisor for expenses and provide proof of the expenses incurred on official Park District business (*e.g.,* submission of an approved reimbursement form and other appropriate documentation such as receipts as required by the Park District). Check with your supervisor for specific policies and procedures prior to incurring any expenses.

4.13 Employee Awards

Service anniversary awards are given to full time employees who have completed multiple years of service to the Community Park District. ~~To be eligible, employees must have worked at least 1040 hours during every year of service~~. Park District Payroll records will determine eligibility. The cash award will be presented on the pay period following the anniversary date. ~~A recognition service pin will be presented at a regular Park Board meeting other public event.~~ Cash awards will be presented on the following schedule.

Years	Cash Amount
5	$100
10	$250
15	$500
20	$750
25	$1,000
30	$1,500
35	$2,500
40	$3,000

4.14 Suggestion System

Employees who have suggestions for the improvement of services, reduction of costs, improvement of safety or training, or other related programs or plans, are encouraged to discuss their suggestions with their immediate supervisor who, in all cases, will submit a written report to the Superintendent~~department head~~. All suggestions are considered and, when warranted, implemented. The employee will be notified of the disposition of his suggestion. If an employee's suggestion is implemented, a copy of the written report including action taken will be placed in his personnel file. Particularly meritorious suggestions may be recognized with special awards as recommended by the Director.

~~4.15 Employee Discounts~~

~~Recreation Programs~~
~~Full-time employees and Classification I & II part-time employees and their immediate family members (domestic partner and dependent children living at home) will be allowed to enroll in non-contractual recreation programs (programs whose instructors~~

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Commented [BK22]: Juan is working on this

~~are paid on a per student basis) at a reduced rate or no charge subject to the following conditions.~~

~~Full-time employees and their immediate family members will be allowed to enroll in programs, including Ready Teddy, at no charge.~~

~~Classification I & II part-time employees and their immediate family members will be allowed to enroll in programs at 50% of the resident rate and can receive a $20 monthly discount for Ready Teddy at the resident rate.~~

~~Subject to the following Conditions:~~

- ~~Employees or immediate family members are not eligible to register for any resident lottery for recreation programs without complying with all requirements, regulations, rules and fees.~~
- ~~The employee or immediate family member pays the Park District for any direct program expense if a program is run without reaching minimum enrollment. The qualifying employee or immediate family member may participate for no charge after the program reaches the minimum enrollment.~~
- ~~Program instructors are permitted to enroll one immediate member of their family to the program(s) they teach for no charge.~~
- ~~In the case of employees, participation in any recreational program shall not conflict with normal working hours.~~

~~Contractual programs may be discounted~~

~~Summer Camp~~

~~**Community Park Fitness Membership**~~
~~Full-time employees and Classification I part-time and Seasonal IMRF employees receive a free family membership at Community Park Fitness for them and their immediate family (spouse and dependent children living at home). Classification II, III and seasonal Non IMRF employees receive a free individual membership~~

~~Membership privileges end when employment ends.~~

4.15 Employee Discounts

In house programs: Programs ran by Community Park District Staff
Contractual programs: Programs whose instructors are paid on a student basis

Full Time:

- Full time employees and their immediate family receive a free family membership to Community Park Fitness.

- Free in-house general recreation programs and events (programs run by park district employees/ ie: Dance, theater, Yoga)
- 30% discount on contractual programs (programs whose instructors are paid on a per student basis)
- Free summer camp and counselor in training
- 75% discount on Exploration Express Camp at the resident rate
- 50% of the resident rate for Ready Teddy Preschool + no enrollment fee
- 25% discount on in-house athletic leagues

Class I and IMRF Seasonal Employees

- Class I and IMRF Seasonal employees and their immediate family receive a free family membership to Community Park Fitness.
- 50% discount on the resident rate for general in-house programs
- 15% discount on contractual programs (programs whose instructors are paid on a per student basis)
- Free summer camp and counselor in training
- 15% discount on Exploration Express Camp at the resident rate
- 25% discount on the resident rate for Ready Teddy Preschool + no enrollment fee
- Resident rates for in-house athletic leagues

Class II & III Employees

- Free individual fitness memberships
- 50% discount on the resident rate for general in-house programs
- 15% discount on contractual programs

Seasonal Employees

- Free individual fitness memberships for duration of their employment

1. Employees or immediate family members are not eligible to register for any resident lottery for recreation programs without complying with all requirements, regulations, rules and fees.

2. The employee or immediate family member pays the Park District for any direct program expense if a program is run without reaching minimum enrollment. The qualifying employee or immediate family member may participate for no charge after the program reaches the minimum enrollment.

3. In the case of employees, participation in any recreational program shall not conflict with normal working hours.

4. If waitlists develop, employee discounts must be approved by the program supervisor and/or Executive Director. Employees may be required to pay the full resident rate for high demand programs.

Facility rental agreements may be discounted subject to availability and approval by the Executive Director.

Section 5: Park District Property & Facilities

5.1 Use of Recreational Facilities

Commented [BK23]: Things we have talked about
1.RT not being fully discounted
2.Summer camp?
3.Adding Fitness Center

Commented [BK24R23]: I think we move this up to section 4 and Call it something like employee discounts?

Recreation Programs
Full-time employees and Classification I & II part-time employees and their immediate family members (spouse and dependent children living at home) will be allowed to enroll in non-contractual recreation programs (programs whose instructors are paid on a per student basis) at a reduced rate or no charge subject to the following conditions:

1. Full-time employees and their immediate family members will be allowed to enroll in programs, including Ready Teddy, at no charge.
2. Classification I & II part-time employees and their immediate family members will be allowed to enroll in programs at 50% of the resident rate and can receive a $20 monthly discount for Ready Teddy at the resident rate.
3. Employees or immediate family members are not eligible to register for any resident lottery for recreation programs without complying with all requirements, regulations, rules and fees.
4. The employee or immediate family member pays the Park District for any direct program expense if a program is run without reaching minimum enrollment. The qualifying employee or immediate family member may participate for no charge after the program reaches the minimum enrollment.
5. Program instructors are permitted to enroll one immediate member of their family to the program(s) they teach for no charge.
6. In the case of employees, participation in any recreational program shall not conflict with normal working hours.

~~6.~~

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5.2 Use of Park District Information, Property & Equipment

Except in the ordinary course of performing duties for the Park District, or otherwise permitted, no Park District property may be removed from the Park District's premises. Accordingly, when an employee leaves the Park District, the employee must return to the Park District all related Park District information and property that the employee has in his possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and may result in appropriate disciplinary action, up to and including discharge.

No employee, elected official or member of the public may use Park District property for personal use without proper authorization. No Park District property may be released for personal use without the prior written approval of the Superintendent ~~department head~~ who is responsible for the equipment or property. Personal use of Park District motorized vehicles and property leased rented or held by the Park District is not allowed.

For the purpose of this section, Park District property is defined as buildings, facilities, grounds, tools, implements, building materials, electronic equipment, and recreation equipment. Because safety and liability is of chief concern, it is expected that Park District property that is assigned, or authorized or permitted to be used will be operated in a fashion consistent with the Park District's established safety rules and regulations. Instructions on safe and proper use will be provided upon request. In addition, the use of some Park District property may require permits, waivers and releases. The employee will be responsible for the full cost of repair or replacement of Park District property, in the sole discretion of the Park District that is damaged or lost while it is in the employee's care and custody.

Loss, damages or theft of Park District property should be reported at once. Negligence in the care and use of Park District property may be considered grounds for discipline, up to and including termination.

The Park District's equipment, such as telephones, postage, facsimile and copier machines, is intended for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Park District should be reported immediately to your immediate supervisor or Superintendent ~~Office Manager~~ so that reimbursement can be made.

5.3 Use of Park District Computer Systems

It is the policy of the Park District that the use of its computers and software is limited solely to appropriate business use. Except as otherwise provided below, employees are not allowed to use the computer system for their personal benefit. Employees are strictly forbidden from installing software on the system. Further, this policy reaffirms that the Park District's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not the employees have private access or an entry code into the computer system. The Park District reserves the right to monitor the use of its computer system.

Subject to approval from the employee's Superintendent ~~department head~~, an employee's occasional use of Park District computer facilities for personal use and outside projects may be acceptable. However, in order to keep these uses to a reasonable level, approval to use the system in such a manner must be given by the employee's Superintendent. ~~department head~~. Moreover, please be aware that the Park District may purge files on its computer at any time, without notice. The Park District is not responsible for any personal files or outside project files that may be purged or lost.

The use of the system for such personal efforts must occur outside of the employee's working time, and any files created are to be deleted at the end of the project or personal use. Also, because of the normal heavy load on the system, personal use and outside projects will not receive priority over operational requirements, system maintenance, or file back up.

5.4 Voice Mail and E-Mail Policy

Every Park District employee is responsible for using the voice mail and electronic mail (E-mail) system properly and in accordance with this policy. Any questions about this policy should be addressed to the Executive Director ~~the Office Manager.~~

The Voice Mail and E-mail systems are the property of the Park District. They are provided by the Park District for use in conducting Park District business. All communications and information transmitted by, received from, or stored in these systems are Park District records and property of the Park District. The Voice Mail and E-mail systems are to be used for Park District purposes only. Use of the Voice Mail and E-mail systems for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Park District Voice Mail and E-mail systems.

As owner of these systems the Park District, at its own discretion, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the E-mail system, for any reason and without the permission of any employee.

Use of passwords or other security measures does not in any way diminish the Park District's rights to access materials in its Voice-mail and E-mail or systems, or create any privacy rights of employees in the messages and files in either system. Any password used by employees must be revealed to the Park District, as files may need to be accessed by the Park District in an employee's absence.

Employees should be aware that deletion of any Voice Mail or E-mail message or file would not truly eliminate the message.

Even though the Park District has the right to retrieve and inspect any Voice Mail or E-mail message, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or inspect any Voice Mail or E-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the Park District management.

The Park District's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

Commented [BK25]: Do we want to use termination instead of discharge?

Commented [MH26R25]: You can

The Voice Mail or E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

The Voice Mail or E-mail system shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Park District management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the employee's Superintendent ~~department head~~ or Director.

Users should routinely delete outdated or otherwise unnecessary Voice Mails, E-mails and computer files. These deletions will help keep the systems running smoothly and effectively, as well as minimize maintenance costs.

Commented [BK27]: Should we define outdated and unnecessary? FOIA impact

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Voice Mails and E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications and leave Voice Mail messages with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Park District letterhead.

Any employee who discovers misuse of the Voice Mail or E-mail system should immediately contact his Superintendent ~~department head~~ or Director.

Violations of the Park District's Voice Mail and E-mail policy will result in disciplinary action, up to and including discharge.

As with any policy, the Park District reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign a Voice Mail, E-mail and Internet Policy Acknowledgment Form as a condition of employment.

Commented [BK28]: Do we have this form or is this just a catch all for the policy agreement (last page of this document)

5.5 Internet Use Policy

Commented [BK29]: These seems very dated in terms of the language "surfing the net" and asking permission to use internet. We use the internet for everything, including community pass.

Commented [MH30R29]: They have approval to use it for appropriate business uses. Otherwise need to ask for approval.

Introduction
Although the Park District recognizes that the Internet may have useful applications to the Park District's business, employees may not use Park District computer systems to engage in Internet use without prior written approval from the employee's Superintendent ~~department head~~ or Director, and unless a specific business purpose requires such use. Absent such approval, employees may not access the Internet using the Park District's computer systems, at any time or for any reason. ~~"Surfing the Net" is not a legitimate business activity.~~

The Park District prohibits use of the Internet for more than occasional personal purposes and limits such occasional personal use to nonworking time (e.g., meal breaks, breaks, etc.)This policy, however, shall not be interpreted or applied in such a way as to interfere with the legal right of employees to engage in concerted, protected activities during non-working time.

Management approval is required before anyone can use Park District computer systems to post any information on commercial on-line systems or the Internet on behalf of the Park District. Any approved material that is posted should obtain all proper copyright and trademark notices. Absent prior approval from the Park District to act as an official representative of the Park District, employees posting information, whether or not by means of Park District computer systems, must include a disclaimer in that information stating: “Views expressed by the author do not necessarily represent those of the Park District.”

The Park District may provide ~~C~~certain employees ~~may be provided~~ with access to the Internet to ~~assist them in performing~~perform their jobs. The Internet can be a valuable source of information and research. Use of the Internet, however, must be tempered with common sense and good judgment. If you abuse your right to use the Internet while using Park District computer systems, it will be taken away from you. In addition, you may be

subject to disciplinary action, including possible termination, and civil and criminal liability.

Disclaimer of Liability for Use of Internet
The Park District is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contain millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive conduct. Users accessing the Internet do so at their own risk.

Duty Not to Waste Computer Resources
Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

No Expectation of Privacy
The computers and computer accounts used by employees are to assist them in performance of their jobs. Except as provided in the Illinois Right to Privacy in the Workplace Act, employees should not have an expectation of privacy in anything they

create, store, send, or receive on the computer system. The computer system belongs to the Park District and may only be used for business purposes.

Monitoring Computer Usage
The Park District has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

Blocking of Inappropriate Content
The Park District may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Park District networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to Park District blocking software.

Prohibited Activities
Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law), or in violation to the Park District's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in the Park District's computers. Employees encountering or receiving this kind of material should immediately report the incident to their immediate supervisor or Superintendent or human resources. ~~or the Office Manager~~. The Park District's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

Games and Entertainment Software
Employees may not use the Park District's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

Illegal Copying
Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. This includes copyright violations as a result of using generative artificial intelligence (AI). You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of your Superintendent ~~Department Head~~ or Director.

Use of Artificial Intelligence

No AI technologies may be used unless the employee verifies all information received from AI, is familiar with, and understands the terms of service for such technology. Use of AI technology must be disclosed. No final decisions will be made by AI technologies. District staff must remain accountable for all final decisions.

Use of AI technology must maintain confidentiality of personal and financial information and comply with all other Village policies, state and federal laws, including, but not limited to, the Identity Protection Act and the Illinois Human Rights Act.

Accessing the Internet
To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the Park District's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Park District's network.

Virus Detection
Files obtained from sources outside the Park District, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Park District's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Park District sources, without first scanning the material with Park District-approved virus checking software. If you suspect that a virus has been introduced into the Park District's network, notify the Help Desk immediately.

Sending Unsolicited E-Mail (Spamming)
Employees may not send unsolicited e-mail to people, with whom they do not have a prior relationship without the express permission of their immediate supervisor.~~s,~~

Amendment and Revisions
As with all Park District policies, this policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the Park District's computer system constitutes consent by the user to all of the terms and conditions of this policy.

5.6 Travel & Vehicle Use

Introduction
You must obtain the prior written approval of your immediate supervisor in order to operate a motor vehicle, whether owned by the Park District or your own personal vehicle, on Park District business. The following general rules apply to the use of motor vehicles on Park District business.

Applicable to All Vehicles Operated on Park District Business

1. Your immediate supervisor must authorize any vehicle use for Park District business.
2. Employees operating any vehicle for Park District business must have a valid drivers license with the proper classification for the type of vehicle being operated and must show proof of such license upon request. You must notify your immediate supervisor if the status of your drivers license changes.
3. Employees are required to obey all traffic regulations. This includes without limitation the use of seat belts and the "headlight law," where vehicles must have their headlights on when their windshield wipers are on.
4. All accidents must be immediately reported to your immediate supervisor in accordance with the Park District's written procedure.
5. No employee may be under the influence of alcohol, illegal substances or legal drugs while operating any vehicle for Park District business. "Under the influence" means that the employee is affected by alcohol or drugs in any determinable manner. For purposes of this policy, a determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness.

Park District-Owned Vehicles
In addition to the regulations listed above, the following apply to any employee who has been granted authorization by the Director to operate a Park District vehicle.

1. Park District owned vehicles might be taken home when authorized by the Director and only in cases where the employee is subject to emergency calls during off-duty hours.
2. Employees operating Park District vehicles must be 18 years or older.
3. Park District vehicles will not be used to transport Park District patrons unless the vehicle and employee are authorized to do so or in case of emergency.
4. Any employee who is required to have a Commercial Drivers License (CDL) as a condition of employment is subject to random drug and alcohol testing in accordance with Department of Transportation regulations.
5. Employees are responsible for the care and conservation of Park District vehicles, and must promptly report any accident, breakdown or malfunction of any unit so that necessary repairs may be made.
6. The Park District has the right to search any Park District vehicle at any time, with or without notice. Therefore, employees have no reasonable expectation of privacy with respect to Park District vehicles.

7. Employees are responsible for paying for any tickets received while using the Park District vehicle. Receiving an excessive amount of tickets is subject to disciplinary action up to and including termination.

Personal Vehicles

In addition to the general regulations listed above, the following apply to any employee who operates his personal vehicle for Park District business.

1. Employees using their personal vehicle for Park District business are required to carry liability insurance on their vehicle in accordance with applicable law and may be asked to provide proof of this insurance. The Park District's liability insurance is secondary to the employee's own coverage.
2. Using your personal vehicle to transport participants in any Park District programs is strictly prohibited.
3. Reimbursement for authorized use of personal vehicles will be predetermined by a monthly car allowance or at the standard mileage rate established by the IRS and will be considered payment for the use of the vehicle, insurance and all other transportation costs.

In order to qualify for reimbursement, you must secure prior written approval from your immediate supervisor or Superintendent~~department head~~, provide proof of the mileage used for Park District business and provide proof that the vehicle was used on Park District business (*i.e.*, submission of an approved mileage reimbursement form and other appropriate documentation such as receipts as required by the Park District).

Section 6: Employee Conduct

6.1 Introduction

Each employee is expected to work toward meeting our goal of providing services in a friendly, efficient and professional manner. Employees are urged to make any suggestions they feel will be of benefit to the Park District and our patrons which would save time, reduce waste, promote safety, increase efficiency and make the working and recreational experience for all persons more enjoyable.

As a Park District employee, you are expected to demonstrate the highest standards of personal and professional integrity, honesty, responsibility, and fortitude in the performance of your duties. Employees are expected to treat Park District patrons and their fellow employees honestly, fairly and courteously. The rules identified below have been prepared to serve as a guide for employee conduct while acting on behalf of the Park District. They have been developed through common sense and years of experience, and all employees are required to carefully read these rules and to conduct themselves accordingly.

6.2 Compliance with Park District Policies & Procedures

You are required to comply with all policies and procedures established by the Board of Park Commissioners, immediate supervisors, and administrative staff of the Park District.

6.3 Compliance with Supervisory Directive

You are required to comply with the directives of your immediate supervisors, the Board, and administrative staff in the performance of your duties.

6.4 Smoking

Smoking and vaping is prohibited in or on any Park District building, facility, equipment, parking lots or vehicle or while working directly with the public.

6.5 Expeditious & Diligent Performance of Duties

You are expected to expeditiously and diligently perform your duties to the best of your ability.

6.6 Acting in Park District's Interests

You are expected to act and conduct yourself at all times in the best interest of the Park District.

6.7 Accurate Records

Any reports you produce, or records you maintain, are important to the administration of the Park District and they must be accurate and complete.

6.8 Attendance, Punctuality & Dependability

Attendance is an essential part of your total job performance and is critical to the smooth and efficient operation of the Park District. Absenteeism and tardiness are expensive, disruptive, and place an unfair burden on your fellow employees and your immediate supervisor. Accordingly, it is imperative that you report to work regularly, promptly and be ready to perform your assigned duties at the beginning of your workday. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

Commented [BK31]: We have used dismissal, discharge and termination. Does this need to be consistent?

Commented [MH32R31]: No its okay

If you are going to be late or absent for any reason, you or someone else for you must telephone your immediate supervisor at least thirty (30) minutes prior to your scheduled starting time. If your immediate supervisor is not available, contact the supervisor at the succeeding level of authority in your department. If you are unable to contact either supervisor directly, you may leave a voice mail. It is your personal responsibility to ensure that proper notification is given.

If you must leave work early because of an illness or personal emergency, you must make every reasonable effort to promptly advise your immediate supervisor or if your immediate supervisor is not available, the supervisor at the succeeding level of authority in your department.

Your notice must include a reasonable explanation for your absence or tardiness, and a statement as to when you expect to arrive at or return to work. You may be required to present a doctor's note or other documentation substantiating the length of and reasons for your absence or tardiness.

The foregoing notice requirements apply to each day of absence or tardiness, including without limitation consecutive days. Failure to satisfy these requirements may result in loss of pay for the time in question and/or subject you to disciplinary action, up to and including dismissal. Moreover, if you fail to report to work on three (3) consecutive working days without notifying any supervisor, you will be considered to have voluntarily abandoned your employment with the Park District and for that reason you will be dismissed.

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Even though you provide proper notice of your absence or tardiness, continued irregular attendance or excessive absenteeism or tardiness, as determined in the sole discretion of the Park District, constitutes unsatisfactory performance and will subject you to disciplinary action up to and including dismissal.

In calculating an employee's attendance record, all absences, whether paid or unpaid, approved or without approval, or with or without notice, will be counted except for absence due to the following: approved leave under the Family and Medical Leave Act, approved military leave, and other approved paid leaves.

6.9 Proper Dress & Appearance

The personal appearance of employees conveys to the public a general impression of the Park District. Your attire, including jewelry, on the job should be in good taste, clean, neat and appropriate for the duties being performed. The Park District expects that you will be mature in choosing the type of hairstyle, accessories, shoes, and make-up that you wear while working. Safety equipment and attire may be required for certain jobs. Employees holding these positions are expected to wear the assigned apparel when on the job.

Employees should avoid extremes in dress and appearance. Employees must be neat, clean and orderly at all times while on duty. Hair must be neat, clean, trimmed and present a groomed appearance. Mustaches and beards are permitted as long as they are neatly trimmed and groomed, and such facial hair does not pose a safety or health risk given the nature of the employee's job responsibilities. For safety purposes, all employees working with maintenance equipment must either keep their hair in the back no longer than one inch below the ear or must firmly secure longer hair so that it does not hang below the ears.

Exposed body piercing jewelry is strictly limited to earrings, and the style of earring or jewelry may not present a safety hazard to you, your coworkers, or the public, as determined by the Park District.

Tattoos cannot be offensive in nature (*i.e.,* words including profanity and/or symbols). The Park District will not allow any tattoo design deemed to be inappropriate. Tattoos must not be immodestly placed so as to draw inappropriate attention. Excessive visible tattoos will not be permitted.

Clothing and shoes that are torn, frayed, deteriorated, and/or visibly dirty are considered unacceptable attire.

Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Director for an authorized deviation from this policy. Said request shall include the policy exception requested and include the basis for said request.

It is your responsibility to wear your nametag and/or uniform while on duty if one has been provided to you. Please remember that uniforms, nametags, keys, and other Park District property are and remain the property of the Park District and must be returned upon termination of your employment. Employees will be held liable for the cost of replacing any damaged or lost Park District property. Also please remember that uniforms, nametags, and other identifying items identify you as a Park District employee while you are on duty. They are not to be worn when you are not on duty.

6.10 Work Areas

1. Work areas will be kept clean and orderly at all times.
2. Apparel like boots, coats and umbrellas will be stored in designated areas.
3. Prior to the end of the workday, all tools and equipment will be cleaned and stored. All items, papers, or information of value must be properly secured.
4. Non-work materials, such as posters, signs, pictures and calendars are permitted to the extent that they do not interfere with the performance of work and they are not offensive to a reasonable person. The Director is the final authority when deciding whether or not a non-work item is permissible.

6.11 Sobriety & Substance Abuse

Introduction
Employees are expected and required to report to work on time and in an appropriate mental and physical condition for work. To do so, employees must not have alcohol or illegal drugs in their system. Use of medical marijuana before and after work hours is allowed provided that the user is a registered qualifying patient in accordance with the Illinois Compassionate Use of Medical Cannabis Pilot Program Act and that prior written notification has been given the Executive Director. Violators may be subject to disciplinary action, up to and including dismissal.

At no time during your service to the Park District should you be under the influence or in the possession of alcohol or illegal drugs during working hours. If you work on or near vehicles or machinery, handle hazardous materials or substances of any kind, or have public safety responsibilities (*i.e.*, transporting Park District patrons to outings or supervising programs or facilities operations) and you have taken or are under the influence of legal drugs including but not limited to marijuana, you must report the use of such legal drugs to your immediate supervisor if the legal drug may cause drowsiness or alters perception or reaction time.

Any employees who are using prescription drugs that may have adverse side effects should inform their supervisor or ~~department head~~Superintendent as soon as possible that they are taking medication on the advice of a physician. Such employees are responsible for disclosing to the supervisor or department head the possible side effects of the drug on work safety or performance and the expected duration of its use.

Employees are forbidden to sell or make transactions involving illegal drugs during work or at Park District facilities, properties, or in its vehicles. Employees who violate this policy may be subject to disciplinary action, up to and including immediate termination.

Procedure for Reporting Possession of Use of Alcohol or Illegal Drugs
If you know of possession or use of alcohol or illegal drugs by employees, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the President of the Park District Board of Commissioners.

Commented [BK33]: Does this feel like the best course of action?

6.12 Weapons Policy

Introduction
Except for police officers who are authorized to carry weapons as part of their job duties and except in strict conformity with the Illinois Firearm Concealed Carry Act, 430 ILCS 66/65, *et seq.*, the Park District strictly prohibits and does not tolerate weapons at any Park District facility, on any Park District property, or at any Park District-sponsored event. Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include firearms, knives with a blade longer than three (3) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, ~~manager~~, ~~or~~ supervisor, or manager~~.~~

Employees who violate this policy may be subject to disciplinary action, up to and including immediate termination.

Procedure for Reporting Possession of a Weapon
If you know of an employee possessing a weapon, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the President of the Board.

6.13 Employee Cooperation

Park District employees provide a service to the community, and each employee must cooperate with fellow employees ~~workers~~ and the public in order to set a high standard of work performance. Unwillingness or failure to cooperate will subject the employee to disciplinary action, up to and including dismissal. The employees of the Park District must function as a team, and each employee is required to make a positive contribution in the interest of effective and efficient public service.

Wrongful conduct, including without limitation insubordination, which engenders employee divisiveness, loss of morale, or work place disruption will not be condoned and may lead to disciplinary action, up to and including dismissal.

6.14 Carelessness Policy

Introduction
The Park District prohibits, forbids, and does not tolerate carelessness, substandard or hazardous work practices within its facilities, on its property, or while conducting Park District business.

The Park District expects and demands that its employees perform their employment duties with care and attention to our patrons' needs, the safety and welfare of fellow employees, and to Park District quality standards and requirements. Employees who are careless or negligent in performing their job duties will be subject to disciplinary action. Carelessness or negligent behavior or actions may result in disciplinary action, up to and including immediate discharge. Employees who fail to respond to the Park District's efforts to correct carelessness may be subject to disciplinary action, up to and including discharge.

Procedure for Reporting Careless, Hazardous or Substandard Work Practices If you are aware of a careless or negligent act or behavior, you must report the act or behavior to your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the supervisor's supervisor or the Director. If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaint, or reports to the President of the Board. You are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed.

6.15 Telephone and Cellular Telephone Usage

General Cell Phone Usage

Pursuant to state law, employees are specifically prohibited from accessing electronic mail or the internet, text messaging or operating any electronic communication devices, such as a laptop or tablet, while driving. This includes composing, sending or reading emails, text messages and instant messages while operating a vehicle on a roadway. In addition, cell phone use while driving is prohibited except when in hands-free mode (except in a school safety zone or in a construction or maintenance speed zone). Employees under the age of 19 are not permitted to use hands-free devices and must pull over and stop before making a call. An employee who is charged with traffic violations resulting from the improper use of his or her cell phone while driving will be solely responsible for all liabilities that result from such actions. It is the intent of the District that this policy shall be consistent with any current or amended statute relevant to cell phone usage. Any violation of state law as to cell phone usage shall also violate this policy.

Because of the large volume of agency business transacted by telephone, personal use of the telephone should be limited, and personal calls should be brief. Personal long-distance calls must be placed by use of the employee's personal cellular phone during non-working time, billed to the employee's home phone or credit card or placed collect.

Excessive personal calls and texting during the workday interfere with employee productivity and is distracting to others. During work time, employees are not permitted to use personal cellular telephones, unless authorized for District purposes. Personal call should be made only during breaks and meal times or in emergency situations.

District Issued Cell Phones

Cellular telephones may be furnished to certain employees in connection with their job duties. Employees need to limit personal use of their cellular telephone in the same way they need to limit personal use of their office telephone. Employees who have excessive cellular usage for personal calls will be subject to corrective action up to, and including, termination.

Use of District Issued Cell Phones

A. If an employee abuses a District cell phone for personal use or his or her use results in extra charges to the District~~;~~, the employee will be required to reimburse the District for any additional costs to the District and/or may result in disciplinary action up to and including termination.
B. Certain etiquette is expected to be exercised when using cell phones. An employee should switch the cell to silent or vibrate when at meetings or other important functions, and refrain from answering calls. An employee should always identify him or herself when answering a cell phone call. After the receiver responds, the sender may proceed with the phone call. An employee may elect to forward calls from the cell phone to his or her land-line phone, or vice versa.
C. Because the cell phone is District property and to ensure that the use of cell phones is consistent with the District's legitimate business purposes and interests, no employee has any right to privacy when using the District's cell phone. Authorized District representative(s) may monitor the use of the District's cell phone equipment from time to time in the ordinary course of its business. The District reserves the right to access and disclose all messages, both voice and text transmitted and received over such systems, as it deems appropriate. Further, billing statements may be reviewed to ensure non-abuse of the cell phone. Employees waive any right to privacy when using the District's cell phone and by their continued employment and use, consent to the access and disclosure of voice messages by authorized District representative(s).
D. An employee in possession of a District issued cell phone is expected to protect the cell phone from damage or loss. An employee will be held responsible for the cost of the cell phone or the cost of repair if it is lost or damaged as a result of the employee's negligence or willful or wanton actions.

Use of Personal Cell Phones for District Business
In lieu of issuing a District cell phone to employees, the District may allow certain key employees to use their personal cell phones for District business. When employees are pre-authorized to use their cell phones for District business, the District provides cell phone stipends in lieu of reimbursement for the employees' use of their cell phone for District business~~.~~. In addition to the District's expectation that employees exercise care and good judgement while using their personal cell phones for District business, the following guidelines apply:

A. While at work, employees are expected to have minimal personal use of their cell phone and to keep them on silent mode.
B. The District will not be liable for the loss of personal cell phones brought into the workplace.
C. Records of business calls or texts are subject to the Freedom of Information Act (FOIA) disclosure. By accepting a stipend for personal cell phone use for District business, District employees acknowledge requirements under FOIA regulation and consent to review of all records associated with such use in response to a FOIA request or required by a FOIA compliance officer.

Off Duty Obligations of Employees with District Issued Cell Phones or Authorized Personal Cell Phone Use
Employees who are issued a District cell phone or receive a cell phone stipend are expected to respond to District calls within an hour, or as stated by their direct supervisor, when off duty. This requirement is not meant as an impediment to an employee's ability to freely enjoy their off-duty time, travel or activities.

Stipends for Personal Cellular Telephone Use
Employees who have been approved to use their personal cellular phone for business will receive a stipend amount as set by the Board per month. Eligibility and stipend amounts will be determined as follows:

A. Stipend Requirements
District contributions for employee owned cellular services are not to be based on a particular title or position. Approved stipend amounts shall be based on the actual job requirements of the individual team member. Stipend levels are approved annually by the board. Approval for a District cellular stipend will generally meet at least one of the following criteria.

- On-Call availability: Employee is required to be on call a majority of the time to be contacted in the event of an emergency or service need.
- Frequent mobility: The job requires considerable time outside the office during working hours and it is imperative to the functioning of the District that the employee be immediately accessible to receive and/or make frequent business calls during those times.

- After hours availability: The job requires the employee to be immediately accessible to receive and/or make business calls outside of working hours. Employee must be readily accessible due to the specific nature of their duties and must be available for emergency responses or time sensitive consultation after normal office hours.
- Supervisory Role: The employee has 5 or more direct reports.

B. Stipend Levels:

- Level 1- Minimum service requirement is voice. Stipend amount is $30 per month not to exceed $360 per year.
- Level 2 – Service requirement is voice and data. Stipend amount is $40 per month not to exceed $480 per year.

C. Prior Authorization Required:
Only employees who have received specific prior authorization to use their personal cell phones for District business are eligible to receive a Cell Phone Stipend. All cell phone stipends must be approved by the Executive Director. Employees who are issued a District owned cell phone or who have not received prior authorization, are not eligible for this stipend. Employees who believe that the cost of their personal cell phone use for District business exceeds the stipend amount should immediately report this to their supervisor or the Executive Director in order to determine whether an adjustment is appropriate.

All cell phone stipends must be approved by the Executive Director.

6.16 Security & Keys

In the interest of safety and protection of property, strict control over access to Park District property, work locations, records, computer information, cash and other items of value or confidential nature must be maintained. Employees who are assigned keys, safe combinations or other access to Park District property in connection with their job responsibilities must exercise sound judgment and discretion to protect against theft, loss or negligence. Employees must immediately report any loss of keys to their immediate supervisor. Failure to do so may result in disciplinary action, up to and including discharge. Keys may not be transferred from one employee to another without the prior written authorization by the appropriate Superintendent ~~department head~~ or Director.

6.17 Romantic or Sexual Relationships

Commented [BK34]: Do we need this section if we mention it in the antinepotism section?

Commented [MH35R34]: You can remove this if you want

Consenting “romantic” or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned – the employee, the supervisor/manager and the Park District. Any such relationship may, therefore, be contrary to the best interests of the Park District. Accordingly, the Park District strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a “romantic” or sexual relationship.

By its discouragement of romantic and sexual relationships, the Park District does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor’s/manager’s refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the Director. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The Park District recognizes the ambiguity of and the variety of meanings that can be given to the term “romantic”. It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate this meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy. The Superintendent ~~department head~~ shall inform the Director and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee’s work assignments.

Upon being informed or learning of the existence of such a relationship, the Park District may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the Park District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the Superintendent~~department head~~, ~~the Business Manager,~~ or the Executive Director.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

6.18 Violence in the Workplace

The Park District strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's immediate supervisor and/or the Superintendent~~department head~~. The Park District will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

6.19 Reporting Improper or Unsafe Activity

You are expected to act and conduct yourself at all times in the best interests of the Park District. If you reasonably suspect or you know that another Park District employee is engaged in or has engaged in unlawful conduct while on duty, you must report to the Executive Director. ~~ ~~S~~s~~uch misconduct together with any supporting information to document the unsafe, inappropriate or improper behavior.

6.20 Political Activity

Commented [BK36]: Can we add sentence about not talking politics at work?

Commented [MH37R36]: You can discipline for disruptions of the workplace, but can't completely restrict political speech under the first amendment

Park District employees are expected to serve all patrons equally. The political opinions or affiliations of any patron should in no way affect the amount or quality of service received from the Park District.

Park District rules do not preclude an employee from becoming a political candidate or from taking part in election campaigns and other lawful political activities. However, employees may not engage in political activities at any time while on duty or when they may be identified as an employee of the Park District by any means such as uniform, insignia, motor vehicle or in any other manner. Political activities include, but are not limited to, running as a candidate for public office, soliciting or receiving funds for a political party or candidate for public office, soliciting votes for such party or candidate, attending political rallies, circulating petition, distribute political literature, or encouraging others to do any of the above. For purposes of this paragraph "while on duty" includes those hours you are scheduled to work and are working for the Park District but does not include, breaks, lunches, or other duty-free periods of time.

Employees are also prohibited from interrupting or disturbing other employees while they are on duty.

Political affiliation, preference or opinion will not influence an individual's employment, retention or promotion as a Park District employee. Employees of the Park District will not be required to contribute monies to any candidate or political party, but may do so on a strictly voluntary basis.

6.21 Solicitation, Distribution & Use of Bulletin Boards

Introduction
Employees may not solicit any other employee during working time, nor may employees distribute literature on Park District premises, which includes all areas where employees perform their assigned work tasks, during working time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time.

If non-employees try to solicit or distribute pamphlets or literature, you may not accept them while on duty. ~~You may not accept the solicitation or the distribution of literature by any non-employee while on duty.~~ For the purposes of this policy, "working time" and "while on duty" does ~~-~~not include breaks, lunches, or other duty-free periods of time.

Commented [BK38]: Can we make this simplifier to understand?

Commented [MH39R38]: Let me know if that works?

Bulletin Boards
Bulletin boards maintained by the Park District are to be used only for posting or distributing material of the following nature:

1. Notices containing matters directly concerning Park District business.
2. Announcements of a business nature that are equally applicable and of interest to employees.
3. All posted material must have authorization from administrative staff. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards without proper authorization.

Any employee who violates this policy is subject to disciplinary action, up to and including discharge.

6.22 Gifts

You must not solicit or accept any gift, gratuity or other reward from any person, business or entity that is doing business with the Park District or is attempting to secure business from the Park District. Further, you must not solicit or accept, nor should you expect people who use our programs or facilities to give you gifts, gratuities or other rewards, or other remunerative devices or favors for performing your job, except as otherwise provided in this section.

If someone offers or gives you a gift as a result of your position as our employee, you must report it to the Director. The Director must report any offers or gifts made to the Director to the Park District Board President. This policy does not apply to nominal non-cash matters such as a cup of coffee, a soft drink, a sandwich, or other similar items. However, you must report such non-cash matters to your Superintendent~~department head.~~

If you are in doubt about any provisions of this section, contact your Superintendent~~department head~~; Superintendents ~~department heads~~ may contact the Director and the Director may contact the Board. This policy applies to all employees.

Retention of any gift will be conditional upon the approval of the Director after consultation with the appropriate Superintendent~~department head~~. Failure to properly report a gift, gratuity or other reward may subject you to disciplinary action up to and including dismissal.

6.23 Conflict of Interest

Employees are expected to devote their best efforts to the interests of the Park District. Business dealings that appear to create a conflict between the interests of the Park District and an employee are unacceptable.

The Park District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the Park District may assess and prevent potential conflicts of interests from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (*i.e.,* spouse or significant other, children, parents, siblings) as a result of the Park District's business dealings.

It is the responsibility of every Park District employee to disclose any personal or financial interest in any person, firm, company or any business entity doing business with the Park District. This information is required to determine whether any undue or special influence may be involved in sales to or purchases from the Park District. Such disclosure must be made in writing by the employee and forwarded to the Director for review of a potential conflict of interest.

If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he should immediately contact the Director to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.
Individuals employed in a supervisory capacity or authorized to purchase equipment may be required to file a Statement of Economic Interest as required by Illinois Law. Please see the Director for details.

A violation of this policy may result in immediate and appropriate discipline, up to and including immediate termination.

6.24 Outside Activities

Outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he is employed at the Park District, including overtime assignments
- Involve organizations that are doing or seek to do business with the Park District, including actual or potential vendors

- Violate provisions of law or the Park District's policies or rules

From time to time, Park District employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Park District must be given priority. Employees are hired and continue in the Park District's employ with the understanding that the Park District is their primary employer and that other employment or commercial involvement that is in conflict with the business interests of the Park District is strictly prohibited.

Further, employees shall not enter into any contracts with an individual or company for the performance of services while on duty or while using Park District vehicles, equipment or other Park District property. No employee shall receive pay other than Park District pay, for performing services while on duty.

6.23 Child Abuse Reporting Policy

Due to the nature of our programs, staff members may in the course of their work discover or suspect child abuse because being in regular contact with participants, they are able to observe the effects of abuse or, as individuals who are trusted by participants, be told about the abuse by the affected minors themselves.

The Park District is committed to providing a safe and healthy environment for all participants. Observed or suspected child abuse will be taken seriously and dealt with in accordance with this policy and laws of the State of Illinois.

District staff are required to report or cause a report to be made to the Department of Children and Family Services (DCFS) whenever a staff member has reasonable cause to believe that a child may be an abused or neglected child. All reports of suspected child abuse or neglect shall be made immediately by telephone to the following number: 800.252.2873 (800.25ABUSE).

All District staff shall be required to sign an Acknowledge of Mandated Reporter Status. The District shall make available appropriate training and resources on the Act's requirements to mandated reporters before they commence employment. Available training and resources include:

- Online training offered by DCFS.
- DCFS Manual of Mandated Reporters available on the DCFS website.

6.24 Abuse and Neglect of Individuals Over 18 Years of Age Policy

The Park District Abuse and Neglect Policy requires employees to report when they have a reasonable cause to believe that any individual with a disability over the age of 18 years is the victim of abuse and/or neglect. Such reports should be made to the Office of Inspector General Hotline at 800.368.1463.

Section 7: Safety in the Workplace

7.1 Introduction

It is the Park District's intention to provide a safe environment for employees and the public who use our programs, facilities and parks. Employees are expected to perform their assignments in a manner that will avoid injury. Supervisory personnel ~~and the Risk Manager~~ are available for assistance in safety-related matters.

7.2 General Safety Policy and Rules

It is every employee's responsibility to know and comply with all health and safety policies, rules and regulations, and to act in a safe manner. Carelessness, inattention, neglect and disregard for safety rules cause accidents. Therefore, you must at all times be careful, attentive, alert, and follow proper safety procedures. The Park District will not condone any breach of safety rules or regulations by employees. You are expected to be alert for safety hazards that may exist and could affect the general public or employees of the Park District. You are also responsible for reporting any unsafe equipment or condition to your immediate supervisor immediately upon your discovery of such condition. You should make certain that you do not create safety hazards and that safety hazards are eliminated.

It is the intent of the Park District to provide a safe working environment for you and a safe leisure environment for the public using our programs, facilities and parks. It is also the intent of the Park District to develop, implement and administer a safety and comprehensive loss control program. In all assignments, the health and safety of all persons should be the first consideration.

You are directed to make safety a matter of continuing and mutual concern, equal in importance with all other operational considerations. You should use your best efforts to ensure that work is done in a safe manner, inspections are conducted on a regular basis, hazards are confronted and removed and accidents are investigated as appropriate. We are confident that with your help this program will be successful and we expect your cooperation and support. Accordingly, all employees shall adhere to the following rules:

1. Failure to report an accident or known hazardous condition may be cause for disciplinary action up to and including dismissal.
2. Horseplay and fighting will not be tolerated in the work place.
3. Possession of unauthorized firearms, alcoholic beverages, illegal drugs or unauthorized medically prescribed drugs will not be tolerated in the work place.
4. Your immediate supervisor must be informed if you are required to take medication during work hours which may cause drowsiness, alter judgment,

perception or reaction time. Written medical evidence stating that the medication will not adversely affect your decision-making or physical ability may be required. Please refer to Section 6-11 and review the comprehensive Alcohol and Drug Abuse Policy.

5. Your immediate supervisor must be notified of any permanent or temporary impairment that reduces your ability to perform in a safe manner or prevent or hinder your performance of the essential functions of your position.
6. Personal protective equipment must be used when potential hazards cannot be eliminated.
7. Equipment is to be operated only by trained and authorized personnel.
8. Periodic inspections of workstations may be conducted to identify potential hazards and to ensure that equipment or vehicles are in safe operating condition.
9. Any potentially unsafe conditions or acts are to be reported immediately to your immediate supervisor.
10. If there is any doubt about the safety of a work method, your immediate supervisor should be consulted before beginning work.
11. All accidents, near misses, injuries and property damage must be reported to your immediate supervisor, regardless of the severity of the injury or damage.
12. All employees must follow recommended work procedures outlined for their job, department and/or facility.
13. Employees are responsible for maintaining an orderly environment. All tools and equipment must be stored in a designated place. Scrap and waste material are to be discarded in a designated refuse container.
14. Any smoke, fire or unusual odors must be reported promptly to your immediate supervisor.
15. If you create a potential slip or trip hazard, correct the hazard immediately or mark the area clearly before leaving it unattended.
16. Safety and restraint belts must be fastened before operating any motorized vehicle.
17. Employees who operate vehicles must obey all driver safety instructions and comply with traffic signs, signals and markers and all applicable laws.
18. Employees who are authorized to drive are responsible for having a valid driver's license for the class of vehicle they operate. You must report revocation or suspension of your driver's license to your immediate supervisor.
19. All employees must know departmental rules regarding accident reporting, evacuation routes and fire department notification.
20. Each employee in the department must follow Departmental and facility rules and procedures specific to departmental operations.

21. Employees must assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as required.

7.3 Safety Committee

The Park District Safety Committee is intended to assist Park District employees in providing safe and efficient operations and services for employees and patrons. The Safety Committee is comprised of one or more employees from each department. The Safety Committee makes safety inspections of Park District facilities, organizes employee-training sessions, manages Safety Awareness campaigns, reviews patron and employee accidents and makes recommendations where safety can be improved. Meetings are held monthly, and visitors are encouraged to attend. Please speak with your immediate supervisor if you would like to attend a meeting.

Commented [BK40]: What if this is not obtainable for our district? We are a small district and I worry that we do not have enough staff to have a member from each department? I know this is a standard of safety committees typically

Commented [MH41R40]: I'm not sure if I understand, if there is only one employee in the department, then they can be on the committee, and just participate as much as they are able. But I do not believe there is a legal requirement to represent each department, I just think it make sense to make sure each department is represented so the concerns of that department are included in the process

7.4 Working With Hazardous Substances

The Park District is committed to protecting you against the dangers of hazardous materials on the job. Safety training and the proper handling and storage of hazardous substances are just a few of the things we do to keep you safe. In addition, the Occupational Safety and Health Administration (OSHA) has issued a regulation that states that you have a right to know what hazards you face on the job and how you can protect yourself against them. This is your RIGHT-TO-KNOW.

Chemical manufacturers must determine the physical and health hazards of each product they make, and they have to let users know about those hazards by providing information on the container label and on a Material Safety Data Sheet (MSDS) for every product.

Employers must develop a written hazard communication program that:

- Tell employees about the Hazard Communication Standard.
- Explains how the standard is in effect in the workplace.
- Provides information and training on hazardous chemicals in the workplace, which includes how to recognize, understand and use labels and MSDS sheets, and the correct safety procedures for working with hazardous substances.

What Information is on the Label?
Although labels differ from company to company, all labels will contain similar types of information. The label will use words and/or symbols to tell you:

1. The common name of the substance.
2. The name, address, and emergency phone number of the company that made or imported the substance.

3. A signal word that outlines the seriousness of the substance. Signal words, ranked from the most serious to the least serious, are **Danger, Warning**, and **Caution**.
4. The physical hazards (Will it explode or catch fire? Is it reactive?) and the health hazards (Is it toxic? Could it cause cancer? Is it an irritant?) of the substance.
5. The precautionary measures to be taken, including basic protective clothing, equipment, and procedures that are recommended when working with this substance.
6. First aid instructions, in case of exposure.
7. Proper handling and storing instructions.
8. Special instructions concerning children.

While a lot of valuable information can be found on the label, refer to the MSDS sheet if you don't find all of the information you need.

What Information is on MSDS Sheets?
The MSDS sheet is your guide to working safely with hazardous substances. This sheet provides information on everything that is known about the substance, including chemical and physical dangers, safety procedures, and emergency response techniques. Specifically, MSDS sheets cover:

Identity, including the manufacturer's name, address and phone number, and the date the substance was produced.

Hazardous ingredients, including the substance's hazardous components, its chemical ID, and common names. Worker exposure limits to the substance and other recommended limits are also included.

Physical and chemical characteristics, such as boiling point, vapor pressure, vapor density, melting point, evaporation rate, water solubility, and appearance and odor under normal conditions.

Physical hazards, including fire and explosion, and ways to handle those hazards (such as firefighting equipment and procedures).

Reactivity, including degree of stability and unsafe substances and situations to avoid while using the product.

Health hazards, including how the substance can enter the body and the possible health hazards that could arise from exposure. This section also covers signs and symptoms of exposure, such as eye irritation, nausea, dizziness, etc., and whether or not the substance is carcinogenic. Emergency and first aid procedures are also outlined.

Precautions for safe handling and use, including what to do if the substance spills or leaks; how to dispose of the substance; equipment needed for cleaning up spills and leaks; proper storage and handling; and any other necessary precautions.

Control measures will lessen your exposure to the materials. This section outlines the personal protective equipment, clothing, respirators, and ventilation that should be used when handling the substance. Special work or hygiene practices are also outlined.

For the Right-to-Know Standard to be effective, you must:

- Respect all warnings and precautions – don't take any chances!
- Read all substance labels and MSDS sheets
- Follow warning and instructions
- Use the correct personal protective equipment when handling hazardous substances
- Know in advance what could go wrong and what to do about it
- Practice sensible, safe work habits

Ask your supervisor, when in doubt.

7.5 Park District Risk Management Agency (PDRMA)

The Park District is a member of the Park District Risk Management Agency (PDRMA). PDRMA is an organization of Illinois pubic park and recreation agencies formed as a contractual organization under the Illinois Intergovernmental Cooperation Act to administer a program of self-funding and commercial insurance in the areas of property, liability and worker's compensation. In addition, PDRMA provides support services such as claims and litigation administration and management, loss control services and training, legal services, risk management, and financial reporting services.

All employees are expected to cooperate fully with PDRMA staff.

Section 8: Disciplinary Action

8.1 Disciplinary Actions

Introduction
All employees are expected to meet the Park District's standards of work performance, engage in acceptable conduct and to satisfactorily perform your duties under the policies, guidelines and rules contained in this Manual. In addition, you are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of your Supervisors, and to act in accordance with federal, state and local law. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Park District's policies and procedures.

If an employee does not meet these standards, the Park District may, under appropriate circumstances, take corrective action, other than immediate dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance that need improvement such as work performance, attendance problems, attitude, personal conduct, general compliance with the Park District's policies and procedures and/or other disciplinary problems.

Although not required or guaranteed, some form of progressive discipline may be used if deemed appropriate by the Park District. You may be dismissed after a progressive disciplinary action has not changed any substandard performance or misconduct on your part.

Note: Notwithstanding the Park District's option to use progressive discipline, the Park District is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with your dismissal.

While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude, or conduct falls short of our established standards, we will not hesitate to take appropriate action. Such actions will range from oral warnings to termination. This means that, as a general rule, you will be given an increasingly severe penalty each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

Oral Warning
Your supervisor(s) may issue oral warnings. Oral warnings are issued for the purpose of expressing disapproval of conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn you that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline including discharge. The supervisor imposing the oral warning will

discuss the warning with you and suggest how to correct the offending conduct. Documentation of an oral warning may be placed in your personnel file.

Written Warnings
Your supervisor(s) may issue written warnings. Written warnings consist of a conference between you and the supervisor imposing the warning, and a written memorandum expressing disapproval of conduct or poor work performance and/or attendance and warning you that repetition of the conduct or failure to improve may result in more severe discipline including discharge. Written warnings will be used for poor work performance, poor attendance, or repeated misconduct of a minor nature or for more serious misconduct which in the Park District's opinion does not warrant suspension or discharge.

You are required to sign the written warning indicating receipt of the warning and your understanding of the reason for the warning. You will also be given an opportunity to provide written comments on the form. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the written warning will be placed in your personnel file.

Suspension
A suspension is defined as temporarily relieving an employee from duties. Depending on the circumstances, a suspension may be with or without pay, in the sole discretion of the Director. The supervisor(s) imposing the suspension will meet with you and give you written memorandum outlining the details of your suspension, including without limitation, the reasons for and duration of your suspension. During this meeting, you will be given an opportunity to respond to the reason(s) for your suspension.

The duration of your suspension shall be determined in the sole discretion of the Director. Unpaid suspensions of non-exempt employees will be based on daily increments. To the extent permitted by law, unpaid suspensions of exempt employees will be based on weekly increments, except in instances of infraction of workplace conduct rules. Unpaid suspensions of exempt employees for infractions of workplace conduct rules may be based on daily increments.

You are required to sign the written notice of your suspension indicating receipt and understanding of the reason(s) provided in the suspension memorandum. You will also be given an opportunity to provide written comments on the notice. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the notice will be placed in your personnel file.

Dismissal
A dismissal is a termination of employment initiated by the Park District. You may be dismissed for any lawful reason at any time. All Park District employees serve at the will of the Park District.

Generally, if you are dismissed you will receive written notice of the reasons for your dismissal including effective date and time of dismissal. Under ordinary circumstances, your supervisor or designee will meet with you, explain the reasons for your dismissal, and offer you the opportunity to respond. You are required to sign the written notice of your dismissal indicating your receipt of the notice and understanding of the reason for the dismissal. If you refuse to sign, another supervisor may be asked to witness your refusal. A copy of the notice will be placed in your personnel file. You may further respond to those charges, if any, through the formal review procedure outlined below.

8.2 Examples of Reasons for Disciplinary Action

You may be warned, suspended, and/or dismissed whenever it is determined, in the Park District's sole discretion, to be in its best interests. Nevertheless, listed below are some examples of reasons for disciplinary action. This list, however, does not constitute an exhaustive list of all of the acts that may subject you to disciplinary action including discharge and does not change the employment-at-will relationship between the employee and the Park District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include but are not limited to:

1. Failure to adhere to Park District policies and/or procedures including without limitation safety policies, ordinances and procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, or misrepresentation of material facts relating to the use of leave.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Leaving job during working hours without permission.
5. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your supervisor(s).
6. Inability or unwillingness to take orders from supervisor(s).
7. Uncooperative, hostile or discourteous attitude or conduct toward your supervisor(s), the Board, co-workers or members of the public or threatening or striking any person who is in or on Park District property or participating in Park District activities.
8. Being wasteful of or the willful destruction of Park District supplies, materials, vehicles, equipment, tools, working time or other Park District property.
9. Failure to wear uniform or safety equipment (*e.g.,* safety shoes, glasses, goggles and/or face shield) as required by this Manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this Manual or department manual, rules and/or procedures.
10. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.

11. Failure to follow any federal, state, local or Park District law, rule or regulation while on duty or while in or on Park District property or engaging in criminal activity while on duty or while in or on Park District property.

12. Failing to report an accident or known hazardous conditions to your immediate supervisor.

13. Gambling or fighting while on duty.

~~5.~~14. Being under the influence or possession of intoxicants or illegal drugs while on duty or on Park District property or failing to notify the Park District that you are taking legal drugs when such notice is required.

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~~6.~~15. Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to the Park District, fellow employees or the public.

~~7.~~16. Possession of weapons in or on Park District property or while on duty.

~~8.~~17. Felony conviction.

~~9.~~18. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.

~~10.~~19. Failure to maintain valid driver's license or other license or certification which may be required for your position or as provided in this Manual.

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~~11.20. Smoking in restricted areas.~~

~~12.~~21. Smoking or vaping on or in park district property.

~~13.~~22. Harassment of other employees or members of the public.

~~14.~~23. Dishonesty; lying to Park District personnel or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the Park District including without limitation accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.

~~15.~~24. Time card, record-keeping or sign-in book violations.

~~16.~~25. Unauthorized possession, use or copying of any records that are the property of the Park District.

~~17.~~26. Sleeping on duty.

~~18.~~27. Violation of employee policies, rules or guidelines or engaging in any conduct determined by the Park District in its sole discretion not to be in its best interests.

~~19.~~28. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.3 Review of Disciplinary Action Other Than Dismissal

In the case of disciplinary action other than dismissal, you may request a review of the action by submitting your request in writing to your immediate supervisor within five (5) working days from the date the action was taken. Your immediate supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with the determination at this stage, you may continue this process through each succeeding supervisory level in your department up to the Director. Any decision of the Director shall be final.

Note: The Park District's failure to strictly adhere to the time limits or the procedure in this section 8-3 shall not affect the resolution of any disciplinary action.

This procedure should be followed to the extent that it is, in the Park District's sole discretion, practicable under the circumstances.

8.4 Review of Dismissal

The decision to dismiss you shall be final unless you request a review of your dismissal by submitting a written request to the Director within five (5) working days from the date the action was taken. The Director or a designee may meet with you and investigate the circumstances surrounding your dismissal. The Director or the designee(s) should issue a written determination within ten (10) working days of receipt of your written request. The Director's decision shall be final.

If you are a ~~department head~~Superintendent who has been dismissed, you may make a request to the President of the Board ("President") to have your dismissal reviewed by the Board. The Director's decision to dismiss you shall be final unless you submit a written request for review of dismissal to the President within (5) working days from the date the action was taken. The President and the Board may meet with you and investigate the circumstances surrounding your dismissal. The President on behalf of the Board should issue a written determination within ten (10) working days of receipt of your written request. The Board's decision shall be final.

Note: Nothing in this section 8-4 shall limit or restrict the Park District's right to dismiss an employee at any time, with or without cause. The Park District's failure to strictly adhere to the time limits or the procedure in this section 8-4 shall not affect the resolution of any disciplinary action.

This procedure will be followed to the extent that it is, in the Park District's sole discretion, practicable. The Park District reserves the right to proceed directly to the Director's or the designee's review of an employee's dismissal.

8.5 Employee's Response

You may respond to any disciplinary action taken against you by preparing a written response stating your position or objection to the disciplinary action and placing it in your personnel file. It is your responsibility to make certain that your written response is placed in your personnel file.

~~Note: Nothing in this Section 8 shall limit or restrict the Park District's right to dismiss you at any time, with or without cause or notice. As an at-will employee of the Park District, you may terminate your employment at any time, with or without cause or notice and the Park District retains a similar right.~~

Commented [BK42]: Duplicate from above

Section 9: Grievance Process & Procedures

Commented [BK43]: Mysi, are there any ramifications of removing this?

Commented [MH44R43]: I think it would be best to adapt this rather than remove it compeletly. It protects the District by helping establish the discipline process, which can be used to demonstrate non-discriminatory reason for termination or discipline

9.1 Grievance Process & Procedure

Any employee who has a grievance arising from his employment with the Park District is encouraged to attempt to resolve problems with the person(s) involved. If that is unsuccessful or if, for any reason, you feel uncomfortable discussing the problem with the person(s) involved, you may use the following procedure:

1. You may present a grievance to your immediate supervisor. Your immediate supervisor will meet with you and give you a response within three (3) working days of discussing the grievance with you. In most cases, the problem can and should be resolved with a frank and open discussion between you and your immediate supervisor. However, if a satisfactory resolution is not reached at this level, you may proceed to step 2.
2. You may present a written grievance to the supervisor at the succeeding level of authority in your Department. The supervisor will investigate the matter, discuss the matter with you and your immediate supervisor and should give you a written response within three (3) working days of discussing the grievance with you. If you are not satisfied with the resolution at this stage, you may continue this process through each succeeding level of authority in your department up to the Director. In the event it is necessary for you to process your grievance up to the Director, the Director should issue a written decision within ten (10) working days of discussing the grievance with you unless investigation requires a longer period of time. Any decision of the Director is final and not subject to further review.

If you feel uncomfortable discussing your grievance with your immediate supervisor you may immediately proceed to step 2. In all cases, the Director's decision shall be final.

Note: The Park District's failure to strictly adhere to the time frames suggested above will not affect the resolution of the grievance.

This grievance procedure does not apply to performance evaluations, suspensions, dismissals or other disciplinary actions that may be reviewed in accordance with Sections 8-1, 8-3 and 8-4, respectively.

The Park District will not discriminate or retaliate against an employee if the employee, in good faith, processes a grievance through this procedure or, in good faith, testifies, assists or participates in a grievance procedure investigation. A copy of all correspondence relating to the grievance will be placed in the employee's personnel file.

Section 10: Separation of Employment

10.1 Separation of Employment

Employment at-Will
Employment with the Park District is on an at-will basis. This means that both employees and the Park District have the right to terminate employment at any time with or without cause or notice.

Lay-Offs
The Park District may, in its sole discretion, reduce the number of employees in any given area at any time. Employees may be laid-off whenever there is a lack of work or funds or a change in functions directly or indirectly creates a surplus of employees for the workload of the Park District. Although the Park District is under no obligation to do so, every reasonable effort will be made to transfer full-time employees to another department rather than laying them off. When this is impractical, the ~~department head~~Superintendent will consider seniority, among other factors, where qualifications, ability, attitude, and performance factors are substantially the same in determining whom to lay off.

Resignations
As an at-will employee, you may resign your position with the Park District at any time, with or without notice or cause. However, the Park District requests that you give your immediate supervisor sufficient notice of your intention to resign to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of your position. The Park District requests that you should give written notice to your immediate supervisor at least ten working days prior to your last workday; however, twenty working days notice is preferred. Vacation days or personal days may not be included in the 10-day notice period. You may leave anytime during the ten days with your immediate supervisor's consent and remain in good standing. If you fail to resign in good standing, you may not be eligible for rehire unless you demonstrate good cause for leaving early. Short-term employees will not be in good standing or eligible for rehire if they leave their employment before the end of their assignment without good cause for leaving early.

Retirement
Employees may retire for the purpose of collecting retirement or Social Security. Please contact ~~the~~ the Executive Director ~~Office Manager~~ so that the appropriate paperwork can be completed in a timely manner.

Return of Park District Property
Before officially separating from the Park District's employment for any reason, you must return all Park District property, including without limitation vehicles, tools, keys, uniforms, equipment, and identification, credit and insurance cards.

Upon Separation of Service
Upon separation, your unused earned vacation leave will be paid to you or your heirs at your rate of pay as of your separation date. Your health insurance may be continued under applicable law. The Director will provide you with the appropriate information when you separate from the Park District.

References
Information provided by the Park District in response to requests for employment references will generally be limited to your starting date, ending date, job title, and job description. You should complete and deliver a written release to the Park District, in the form required by the Park District, before any additional information will be provided.

Exit Interview
If possible, the departing employee's immediate ~~supervisor or Department Head~~ supervisor, Superintendent or Human Resources will conduct an exit interview when separating from the Park District. At this meeting, you are required to return all Park District property not previously returned, such as nametags, keys, security cards, and all other Park District property. Additionally, you should speak with human resources ~~the Office Manager~~ regarding required completion of forms for insurance continuation, IMRF and other termination related matters.

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Employment Contract Disclaimer and Signed Acknowledgment

I hereby acknowledge receipt of the Community Park District of La Grange Park Personnel Policy Manual and Appendices ("Manual"). I agree and represent that I have read this Manual thoroughly and in its entirety. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my supervisor, ~~department head~~Superintendent, human resource department or Director.

I understand that this Manual has been developed as a general reference guide for Community Park District of La Grange Park ("Park District") employees and that neither the Manual nor its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create or shall create an employment contract, either express or implied, on the part of the Park District. I also understand that the policies, benefits and rules contained in this Manual can be changed or discontinued by the Park District at any time, with or without advance notice. I understand that nothing contained in this Manual may be construed as creating a promise of future benefits or a binding contract with the Park District for benefits or for any other purpose.

I further understand that I am an at-will employee as provided in the Manual and as such, employment with the Park District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that no representative of Park District, other than the Director with the Board's express approval, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I understand and will comply with all policies within this Manual and any and all other Park District policies, rules and guidelines as promulgated periodically. I further understand that violating any policy within this Manual or any other Park District policy, rule or guideline may subject me to disciplinary action up to and including dismissal.

Please sign and date this acknowledgment and return it to the Business Department.

Employee Signature:

Print Name:______

Date:

To: Robert Corte
President, Community Park District Board Commissioners

From: Jessica Cannaday

Date: April 17, 2026

Re: 2026/2027 Budget and Appropriations Ordinance Draft | Item 13a

Recommendation

Motion and a second to schedule the public hearing for the 2026/2027 Budget for Monday, June 15 at 6:30pm.

Background

Please review the Draft Ordinance 001-26 Combined Budget and Appropriation Ordinance of the Community Park District of La Grange Park for FYE April 30, 2027. After this meeting, the budget will be available for public review. Due to the 30-day posting requirement, we will have the opportunity to accept and incorporate feedback and present the final budget for approval at the June 15th meeting.

This year, we will incur a 19% increase in health insurance premiums and a $5,000 increase in liability premiums. We are also anticipating increased costs in utilities. Fortunately, most of the increased cost in utilities will be buffered by a significant over budget in those categories as we adjusted our operations at the Fitness Center.

Please remember that we roll unused insurance premiums (ie, if an employee selects single over family we move the balance to contingency).

The following outlines other notable changes.

Corporate Fund

2025/2026 Revenue: $689,500 **2026/2027 Revenue: $736,500**

The EAV increase for FY 2025/2026 increased our Corporate Fund tax levy more than anticipated. We have made the adjustment for FY 2026/2027, but have only conservatively increased the anticipated revenue by $10,000 more than we budgeted to receive this year.

2025/2026 Expenditures: $823,986 **2026/2027 Expenditures: $833,089**

We made reduced Part-Time wages in the admin and parks departments and only increased expenditures by $9,103. We are reviewing contracts to ensure we have appropriately budgeted for legal, financial and IT services. Any changes will be finalized for your review in May.

If the Corporate Fund performs as budgeted, our fund balance at the end of FY 2026/2027 will still be $25,000 over the minimum fund balance requirements.

Recreation Fund

2025/2026 Revenue: $1,518,390 2026/2027: $1,716,883

We are anticipating a continued increase in Fitness Center revenue as well as Summer Camp revenue.

2025/2026 Expenditures: $1,894,589 2026/2027: $2,079,092

There is a $55,000 increase in full time wages to offset a 4% salary adjustment for existing staff as well as to plan for the hire of another full-time position in the recreation department. Only a portion of that salary is included in the line as we wouldn't anticipate hiring until closer to the opening of the expanded recreation center. The remainder of the salary (and insurance) has been accounted for in the contingency fund.

Additional staff expenditures have been included for increased demand in summer camp. While the net is better than budgeted last year, staff will be working to get this fund closer to break even and will present updates at the May meeting.

IMRF and FICA Funds

With the increase in staffing costs, these funds have also increased. Unfortunately, due to the legal filing requirements, we had cut our levy for the IMRF fund and set our FICA levy before we knew about the possibility of taking on operations of Community Park Fitness. Staff recommends a fund transfer from the Corporate Fund to support the fund balances in these funds.

Capital Fund

The budget anticipates completing most of our capital projects by FYE. We can also anticipate the receiving the remaining $300,000 in OSLAD Grant funding for Yena Park after May 1.

ORDINANCE # 001-26

COMBINED BUDGET AND APPROPRIATION ORDINANCE OF THE COMMUNITY PARK DISTRICT OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2026 AND ENDING APRIL 30, 2027

WHEREAS, this Combined Budget and Appropriation Ordinance has been prepared in tentative form and has been conveniently made available to public inspection for at least 30 days prior to final action thereon, and

WHEREAS, notice of the meeting and hearing, and the conduct of the meeting and hearing, held on June 15, 2026, were in compliance with the Open Meetings Act, as amended by P.A. 101-640; and

WHEREAS, all other legal requirements have heretofore been performed for the adoption of the annual budget and appropriations ordinance of this District for the fiscal year beginning May 1, 2026 and ending April 30, 2027.

NOW, THEREFORE, be it hereby ordained by the Board of Park Commissioners of the Community Park District of La Grange Park, Cook County, Illinois, as follows:

SECTION 1: That the following sums of money, or so much thereof as may be authorized by law for the following objects and purposes, be and the same are hereby budgeted and appropriated for the fiscal year beginning the May 1, 2026 and ending April 30, 2027. That each of said sums of money and the aggregate thereof are deemed necessary by the Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning May 1, 2026 and ending April 30, 2027.

Coporate Fund

	2026-27	2026-27
	BUDGET	APPROPRIATION
Revenues		
Corporate Fund Taxes	$ 690,000.00	$ 759,000.00
Replacement Taxes	$ 15,000.00	$ 16,500.00
Grants	$ -	$ -
Donations and Sponsorships	$ 2,500.00	
Interest Earned	$ 7,000.00	$ 7,700.00
Other Income	$ 22,000.00	$ 24,200.00
Total Revenue	**$ 736,500.00**	**$ 807,400.00**
Expenses		
Wages Full Time	$ 256,012.80	$ 281,614.08
Wages Part Time	$ 47,956.00	$ 52,751.60
Wages Overtime	$ 4,500.00	$ 4,950.00
Wages IMRF	$ 112,582.50	$ 123,840.75
Health/Life Insurance	$ 88,202.79	$ 97,023.07
Employee Reimbursements	$ 7,690.00	$ 8,459.00
Professional Development	$ 8,250.00	$ 9,075.00
Uniforms	$ 3,000.00	$ 3,300.00
Incentives/Awards/Recognition	$ 3,500.00	$ 3,850.00
EAP	$ -	$ -
Legal Publications	$ 1,000.00	$ 1,100.00
Postage	$ 1,600.00	$ 1,760.00
Natural Gas	$ 3,500.00	$ 3,850.00
Electric	$ 14,650.00	$ 16,115.00
Water	$ 35,000.00	$ 38,500.00
Internet	$ 4,275.00	$ 4,702.50
Association Dues	$ 7,000.00	$ 7,700.00
Board Expenses	$ 2,000.00	$ 2,200.00
Office/Building/Program Supplies	$ 8,500.00	$ 9,350.00
Landscaping Supplies	$ 20,000.00	$ 22,000.00

Fuel	$ 8,000.00	$ 8,800.00
Repair Parts	$ 8,175.00	$ 8,992.50
Public Relations/Marketing	$ 4,500.00	$ 4,950.00
Computer Services	$ 36,500.00	$ 40,150.00
Security Services	$ 2,800.00	$ 3,080.00
Legal Services	$ 12,500.00	$ 13,750.00
Financial Services	$ 37,000.00	$ 40,700.00
Landscaping Services	$ 25,000.00	$ 27,500.00
Printing and Design Services	$ 1,000.00	$ 1,100.00
Other Professional Services	$ 35,272.00	$ 38,799.20
Refuse Disposal	$ 3,500.00	$ 3,850.00
Portable Toilets	$ 1,775.00	$ 1,952.50
Bank Fees	$ 848.00	$ 932.80
Subscriptions	$ 1,500.00	$ 1,650.00
Contingency	$ 25,500.00	$ 28,050.00

Total Expenses	**$ 833,089.09**	**$ 916,398.00**

Net Income	**$ (96,589.09)**	**$ (108,998.00)**

Recreation Fund Revised

	2026-27 BUDGET	2026-27 APPROPRIATION
Revenues		
Recreation Fund Taxes	$ 108,000.00	$ 118,800.00
Program Fees- General	$ 1,572,533.00	$ 1,729,786.30
Grants	$ -	$ -
Donations and Sponsorships	$ 17,350.00	$ 19,085.00
Interest Earned	$ 10,000.00	$ 11,000.00
Other Income	$ 9,000.00	$ 9,900.00
Total Revenues	**$ 1,716,883.00**	**$ 1,888,571.30**
Expenses		
Wages Full Time - Recreation	$ 350,403.92	$ 385,444.31
Wages Part Time - Recreation	$ 461,653.12	$ 507,818.43
Wages Overtime - Recreation	$ 1,000.00	$ 1,100.00
Wages Interns - Recreation	$ -	$ -
Wages IMRF	$ 258,776.80	$ 284,654.48
Health/Life Insurance	$ 140,723.85	$ 154,796.23
Employee Reimbursements	$ 2,310.00	$ 2,541.00
Professional Development	$ 7,200.00	$ 7,920.00
Uniforms	$ 5,000.00	$ 5,500.00
Telephones	$ 2,400.00	$ 2,640.00
Natural Gas	$ 14,900.00	$ 16,390.00
Electric	$ 37,000.00	$ 40,700.00
Water	$ 7,300.00	$ 8,030.00
Internet	$ 2,575.00	$ 2,832.50
Office/Building/Program Supplies	$ 136,500.00	$ 150,150.00
Repair Parts	$ 18,000.00	$ 19,800.00
Rentals	$ 219,600.00	$ 241,560.00
Public Relations/Marketing	$ 7,500.00	$ 8,250.00
Computer Services	$ 7,500.00	$ 8,250.00
Security Services	$ 12,000.00	$ 13,200.00

Legal Services	$ 5,500.00	$ 6,050.00
Printing and Design Services	$ 22,000.00	$ 24,200.00
Other Professional Services	$ 92,850.00	$ 102,135.00
Contractual Instructor Services	$ 78,700.00	$ 86,570.00
Refuse Disposal	$ 9,000.00	$ 9,900.00
Credit Card Fees	$ 40,000.00	$ 44,000.00
Co-Op Fees	$ 16,000.00	$ 17,600.00
Subscriptions	$ 600.00	$ 660.00
Contingency	$ 122,100.00	$ 134,310.00
Transfer Out		$ -

Total Expenses	**$ 2,079,092.69**	**$ 2,287,001.96**

Net Income	**$ (362,209.69)**	**$ (398,430.66)**

IMRF Fund

	2026-27	2026-27
	PROPOSED	**APPROPRIATION**
Revenues		
Property Taxes - IMRF	$ 56,000.00	$ 61,600.00
Interest IMRF	$ 50.00	$ 55.00
Total Revenues	**$ 56,050.00**	**$ 61,655.00**
Expenses		
IMRF Contribution	$ 63,500.00	$ 69,850.00
Total Expenses	**$ 63,500.00**	**$ 69,850.00**
Net Income	**$ (7,450.00)**	**$ (8,195.00)**

Social Security Fund

	2026-27	2026-27
	BUDGET	**APPROPRIATION**
Revenues		
Property Taxes FICA	$ 76,680.00	$ 78,948.00
Interest - FICA	$ 100.00	$ 110.00
Total Revenues	**$ 76,780.00**	**$ 79,058.00**
Expenses		
FICA - Employer Contribution	$ 123,847.00	$ 136,231.70
Total Expenses	**$ 123,847.00**	**$ 136,231.70**
Net Income	**$ (47,067.00)**	**$ (57,173.70)**

Audit Fund

	2026-27 BUDGET	2026-27 APPROPRIATION
Revenues		
Property Taxes Audit	$ 9,500.00	$ 11,897.00
Interest Audit	$ 5.00	$ 6.00
Total Revenues	**$ 9,505.00**	**$ 11,903.00**
Expenses		
Professional Service - Audit	$ 10,800.00	$ 11,880.00
Total Expenses	**$ 10,800.00**	$ 11,880.00
Net Income	**$ (1,295.00)**	**$ 23.00**

Liability Fund

	2026-27 BUDGET	2026-27 APPROPRIATION
Revenues		
Property Taxes - PDRMA	$ 33,000.00	$ 36,300.00
Interest - PDRMA	$ 50.00	$ 55.00
Other Income	$ 1,500.00	$ 1,650.00

Total Revenues	**$ 34,550.00**	**$ 38,005.00**

Expenses		
PDRMA Workshops	$ 1,000.00	$ 1,100.00
Safety Supplies	$ 2,250.00	$ 2,475.00
Security Services	$ 2,500.00	$ 2,750.00
Other Professional Services	$ 5,250.00	$ 5,775.00
PDRMA Premium	$ 33,775.00	$ 37,152.50

Total Expenses	**$ 44,775.00**	**$ 49,252.50**

Net Income	**$ (10,225.00)**	**$ (11,247.50)**

Special Recreation Fund

	2026-27	2026-27
	BUDGET	APPROPRIATION
Revenues		
Property Taxes - SEASPAR	$ 200,000.00	$ 220,000.00
Interest - SEASPAR	$ 20.00	$ 22.00
Total Revenues	**$ 200,020.00**	**$ 110,022.00**
Expenses		
Full Time Wages	$ 13,790.00	$ 15,169.00
Wages Part Time	$ 10,000.00	$ 11,000.00
Office Building and Program S	$ 65,000.00	$ 71,500.00
ADA Portable Restrooms	$ 9,500.00	$ 10,450.00
Program Service Contracts	$ 30,000.00	$ 33,000.00
SEASPAR Contribution	$ 88,006.00	$ 97,730.00
Transfer Out		$ -
		$ -
Total Expenses	**$ 216,296.00**	**$ 238,849.00**
Net Income	**$ (16,276.00)**	**$ (128,827.00)**

Bond and Interest Fund

	2026-27	2026-27
	BUDGET	**APPROPRIATION**
Revenues		
Property Taxes - B&I	$ 1,578,000.00	$ 1,735,800.00
Interest - B&I	$ 30,000.00	$ 33,000.00
Total Revenues	**$ 1,608,000.00**	**$ 110,022.00**
Expenses		
Paying Agent Fees	$ 2,000.00	$ 2,200.00
Bond Principal	$ 670,000.00	$ 737,000.00
Bond Interest	$ 905,863.00	$ 996,449.30
Transfer Out		$ -
		$ -
Total Expenses	**$ 1,577,863.00**	**$ 1,735,649.30**
Net Income	**$ 30,137.00**	**$ (1,625,627.30)**

Capital Fund Revised

	2026-27 PROPOSED	2026-27 APPROPRIATION
Revenues		
Grants	$ 300,000.00	$ 330,000.00
Donations and Sponsorships	$ 10,000.00	$ 11,000.00
Interest Earned	$ 250,000.00	$ 275,000.00
Other Income	$ 10,000.00	$ 11,000.00
Funds Transferred In	$ -	$ -
Total Revenue	$ 570,000.00	$ 627,000.00
Expenses		
Architectural/Engineering Services	$ 400,000.00	$ 600,000.00
Land	$ -	$ -
Land Improvements	$ 838,000.00	$ 1,257,000.00
Building Improvements	$ 11,800,000.00	$ 17,700,000.00
Equipment	$ 50,000.00	$ 75,000.00
Vehicles	$ -	$ -
Total Expenses	**$ 13,088,000.00**	**$ 19,632,000.00**
Net Income	**$ (12,518,000.00)**	**$ (19,005,000.00)**

Park Assistance Fund

	2026-27 PROPOSED	2026-27 APPROPRIATION
Revenues		
Grants	$ -	$ -
Donations and Sponsorships	$ 500.00	$ 550.00
Interest Earned	$ 1.00	$ 1.10
Other Income	$ -	$ -
Transfer In	$ -	$ -
Total Revenues	**$ 501.00**	**$ 551.10**
Expenses		
Part Time Wages	$ -	$ -
Architectural/Engineering	$ -	$ -
Landscape Services	$ -	$ -
Other Professional Services	$ -	$ -
Program Supplies	$ 5,000.00	$ 5,500.00
Landscape Supplies	$ -	$ -
Total Expenses	**$ 5,000.00**	**$ 5,500.00**
Net Income	**$ (4,499.00)**	**$ (4,948.90)**

SUMMARY OF FUNDS

	Budget	Appropriations
Corporate Fund	$833,089	$916,398
Recreation Fund	$2,079,092	$2,287,001
IMRF Fund	$63,500	$69,850
Social Security Fund	$123,847	$136,231
Auditing Fund	$10,800	$11,880
Liability Insurance Fund	$44,775	$37,152
Special Recreation Fund	$216,296	$238,849
Bond and Interest Fund	$1,577,863	$1,735,649
Capital Fund	$13,088,000	$19,632,000
Park Assistance Fund	$5,000	$5,500
TOTAL	$18,042,262	$25,070,510

SECTION 3: That all unexpended balances of any item or items or any general appropriation made in this ordinance may be expended in making up an insufficiency in any item or items in the same appropriation made for this Ordinance, subject to applicable statutes. All unexpended balances of the appropriation for the fiscal year ending the April 30, 2026 and prior years to the extent not otherwise reappropriated for other purposes herein are hereby specifically reappropriated for the same general purposes for which they were originally made.

SECTION 4: That the Secretary of the Board of Park Commissioners is hereby directed to file a certified copy of this Ordinance with the Cook County Clerk within the time specified by law.

SECTION 5: The receipts and revenues of the Community Park District of La Grange Park derived from sources other than taxation and not specifically appropriated, and all unexpended balances in unrestricted funds from the preceding fiscal year not required for the purposes for which they were appropriated and levied, shall constitute the general fund and shall first be placed to the credit of such fund.

SECTION 6: Pursuant to law, the following determinations have been and are hereby made a part hereof:

(a) Statement of cash on hand at the beginning of the fiscal year: $13,626,548.
(b) Estimate of cash expected to be received during the fiscal year from all sources: $ 5,008,789
(c) Estimate of expenditures contemplated for the fiscal year: $18,042,262
(d) Statement of estimated cash expected to be on hand at the end of the fiscal year: $593,075.
(e) An estimate of the amount of taxes to be received during the fiscal year is: $2,766,180.

SECTION 7: This ordinance is not intended or required to be in support of or in relation to any tax levy made by the Park District during the fiscal year beginning May 1, 2026 or any other fiscal year.

SECTION 8: That should any clause, sentence, paragraph, or part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED this 15th day of June, 2026

ROLL CALL VOTE: Ayes______________________________________

Nays______________________________________

Absent____________________________________

Community Park District of LaGrange Park
Cook County, Illinois

(SEAL)

By:______________________________________
, President

Attest:___________________________________
, Board Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

CERTIFICATION

I, **Alexandria Zuck**, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Community Park District of La Grange Park, and that such Secretary, I am the keeper of the records thereof. I further certify that the foregoing is a complete, true and correct copy of Ordinance No. 001-25, entitled “Combined Budget and Appropriation Ordinance of the Community Park District of La Grange Park, Cook County, Illinois, for the fiscal year beginning May 1, 2026 and ending April 30, 2027”, duly passed and enacted by said Board of said District at a meeting held in compliance with the Open Meetings Act on the 15th day of June, 2026, and deposited with me as Secretary. Given under my hand and seal of the Community Park District of La Grange Park this 15th day of June 2026.

____

Secretary, Board of Park Commissioners

(SEAL)

CHIEF FINANCIAL OFFICER'S CERTIFICATE OF ESTIMATED REVENUE FOR THE COMMUNITY PARK DISTRICT OF LA GRANGE PARK, COOK COUNTY, ILLINOIS

I, **Tim Ogden**, do hereby certify as follows:

1. I am the chief fiscal officer of Community Park District of La Grange Park, Cook County, Illinois

2. I estimate the revenue, by source, of said district for the fiscal year beginning May 1, 2026 and ending April 30, 2027, to be as follows:

SOURCE	AMOUNT
PROPERTY TAXES	$2,766,180
INTEREST	$297,226
PROGRAM FEES	$1,572,533
DONATIONS & SPONSORS	$30,350
GRANTS	$300,000
OTHER RECEIPTS	$42,500
FUND TRANSFER	$0
TOTAL	$5,008,789

Signed: ______________________________________

Tim Ogden, Treasurer

Dated: ______________________________________

(SEAL)

RESOLUTION No. 001-26
A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS
OF THE COMMUNITY PARK DISTRICT OF LA GRANGE PARK

WHEREAS, the COMMUNITY PARK DISTRICT OF LA GRANGE ("Park District") is a park district duly organized under Illinois Park District Code, 70 ILCS 1205/1 et seq.; and

WHEREAS, the Board of Commissioners ("Board") of the Park District has full power to pass all necessary ordinances and resolutions to conduct the business of the Board (70 ILCS 1205/8.1(d); and

WHEREAS, the Park District's General Fund revenues may be used for any lawful corporate purpose, including the provision of capital improvements for park and recreational purposes; and

WHEREAS, according to the Board's Fund Balance Policy, unrestricted fund balance targets for the General Fund should represent no less than 3 months and no more than six months of operating expenditures, and balances above 25% shall be transferred to other funds or to capital projects at the Board's discretion; and

WHEREAS, according to the Board's Fund Balance Policy, there is no fund balance requirement for this fund, and money levied for the Special Recreation Fund shall provide for recreation and capital improvements for our special needs population; and

WHEREAS, the Park District is empowered to set aside any funds on hand at the end of the fiscal year that are not pledged for or allocated to a particular purpose to be transferred to a capital improvement fund and accumulated therein, but the total amount accumulated in the fund may not exceed 1.5% of the aggregate assessed valuation of all taxable property in the Park District; and

WHEREAS, the Board finds it to be in the best interest of the Park District and its residents to execute certain fund transfers to set aside money for capital expenditures.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the COMMUNITY PARK DISTRICT OF LA GRANGE as follows:

Section One: The recitals above are hereby incorporated into and made part of this Resolution.

Section Two: The Park District's Executive Director is hereby authorized and directed to carry out the following transfers to set aside money for capital expenditures:

From	To	Amount
General Fund	IMRF Fund	$13,500
General Fund	Social Security Fund	$15,500
General Fund	Capital Fund	$342,500

These transfers are permanent transfers of funds and the amounts are not intended to be, and will not be, repaid to the funds from which the amounts are being transferred.

Section Three: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

Section Five: This Resolution shall supersede any resolution or motion, or parts of resolutions or motions, in conflict with any part herein, and any such resolution or motion, or parts thereof, are hereby repealed.

Section Six: This Resolution shall be in full force and effect upon its adoption.

ADOPTED this 20th day of April, 2026 by a roll call vote as follows:

AYES: ________________________

NAYS: ________________________

ABSENT: ______________________

____
President, Board of Commissioners
COMMUNITY PARK DISTRICT OF
LA GRANGE PARK

ATTEST:

____
Secretary, Board of Commissioners
COMMUNITY PARK DISTRICT OF LA GRANGE PARK

To: Robert Corte
President, Community Park District Board Commissioners

From: Jessica Cannaday

Date: April 17, 2026

Re: Resolution 001-26: A Resolution to Transfer Funds | Item 13b

Recommendation

Motion and a second to approve Resolution 001-26 A Resolution to Transfer $371,500 of unrestricted funding from the General Fund. $13,500 to the IMRF Fund, $15,500 to the Social Security Fund, and $342,500 to the Capital Fund

Background

During our FYE 2024/2025 Audit, $342,500 of funding from the LWCF Grant was misallocated to the General Fund. This transfer will place the funds appropriately in the Capital Fund.

Due to unanticipated staffing increases after we filed our tax levy, our FICA and IMRF accounts will be below the fund balance policy requirements. These minimal transfers can be sustained by the General Fund, and will keep the IMRF and FICA Funds within policy. We will continue to adjust our levy to ensure appropriate funding in all accounts.