AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Noxious Weed Management Agreement; Eco-Right Solut

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: EcoRight Solutions

Term Begins: 6/1/18 **Term Ends:** 9/30/2018 **Grant Contract #:** NA

Summary:

Noxious weed management in/around Marble & North Fork Valley

Fiscal Impact: $8000

Submitted by: Jon Mugglestone **Submitter's Email Address:** jmugglestone@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/30/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/30/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/30/2018 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/31/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/5/2018

Revised April 2015

AGREEMENT

This Agreement ("Agreement") made effective the _____ day of _____, 2018, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Jim Lewis d/b/a Eco-Right Solutions ("Contractor").

RECITALS

Contractor provides professional services regarding application of herbicide to control noxious weeds mandated for control within Gunnison County. Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

Contractor shall furnish all labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference, regarding application of herbicide to control noxious weeds mandated for control within the Gunnison River Watershed . All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other Contractors able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on October 30, 2018, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its noxious weed management strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractors performance of the Services, during the Term, Gunnison County shall pay Contractor a rate of $80.00 per linear mile for weed treatment in road rights of way. Specific rights of way to be treated are:

1. Marble-area roads: Gunnison County Road 3 from the intersection with Highway 133 to the western border of the Town of Marble, Gunnison County Road 3 from the eastern border of the Town of Marble to the Intersection with USFS Rods 314 & 315, Serpentine Trail, Crystalline Drive, Prospector Trail, Daniels Hill Road, Marble Village Drive and Marble Quarry Road to the USFS Boundary.

2. Colorado Highway 133 from the Gunnison-Pitkin County Line to the Gunnison-Delta County Line

3. CR 12 from Highway 133 to MM9

As funding allows, each of these rights of way shall be treated twice during the 2018 growing season, including once in early summer and once in late summer or early fall. Total compensation for work must not exceed $8000.

a. The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

b. This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 11 of this Agreement.

4. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Contractor has provided insurance certificates to Gunnison County (Exhibit B attached hereto and incorporated herein by this reference), listing Gunnison County as an additional insured, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
b. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

8. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Eco-Right Solutions
167 Redstone Blvd.
Redstone, CO 81623

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination as outlined in Section 4 of this Agreement.

11. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

Date: _____

By: _____
Phil Chamberland, County Commissioner

ECO-RIGHT SOLUTIONS

Date: _____

By: _____
Jim Lewis

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

RESPONSIBILITIES OF ECO-RIGHT SOLUTIONS.

The application of herbicides in road rights of way in Gunnison County, Colorado, as more specifically directed by the Gunnison County Weed District and/or the Gunnison County Public Works Department.

EXHIBIT B

please see included attachment.

AGENCY CUSTOMER ID: _____

UMBRELLA / EXCESS SECTION

DATE (MM/DD/YYYY): 5/30/2018

IMPORTANT - If CLAIMS MADE is checked in the POLICY INFORMATION section below, this is an application for a claims-made policy. Read all provisions of the policy carefully.

AGENCY	CARRIER	NAIC CODE
SIAA - Allee Agency	MARKEL	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
		Eco Right Solutions

POLICY INFORMATION

TRANSACTION TYPE									LIMIT OF LIABILITY		RETAINED LIMIT
✓	NEW		UMBRELLA		OCCURRENCE		VOLUNTARY	RETROACTIVE DATE	$ 1000000	EA OCC	$
	RENEWAL		EXCESS		CLAIMS MADE			PROPOSED / CURRENT	$ 1000000	AGG	FIRST DOLLAR DEFENSE (Y / N)
EXPIRING POL #:									$		

EMPLOYEE BENEFITS LIABILITY

LIMIT OF INSURANCE (Ea Employee)	AGGREGATE LIMIT FOR EBL	RETAINED LIMIT FOR EBL	RETROACTIVE DATE FOR EBL
$	$	$	

NAME OF BENEFIT PROGRAM:

PRIMARY LOCATION & SUBSIDIARIES (ACORD 125)

#	NAME AND LOCATION OF PRIMARY AND ALL SUBSIDIARY COMPANIES (Describe Operations)	ANNUAL PAYROLL	ANN GROSS SALES	FOREIGN GROSS SALES	# EMPL
1	NAME: ECO RIGHT SOLUTIONS LOCATION: 167 Redstone Dr. Redstone CO 81623 DESCRIPTION: OFFICE	50000	250000	0	2
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				
	NAME: LOCATION: DESCRIPTION:				

UNDERLYING INSURANCE

LIST ALL LIABILITY / COMPENSATION POLICIES IN FORCE TO APPLY AS UNDERLYING INSURANCE

TYPE	CARRIER / POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS		ANNUAL RENEWAL PREMIUM	+ - RATING MOD
AUTOMOBILE LIABILITY	LIBERTY MUTUAL BAS56851986	01/06/2018	01/06/2019	CSL EA ACC	$ 1000000	$ 3952	
				BI EA ACC	$	$	
				BI EA PER	$		
				PD EA ACC	$	$	
GENERAL LIABILITY POLICY TYPE ✓ OCCUR CLAIMS MADE	MARKEL PCP20033699	05/17/2018	05/17/2019	EACH OCCURRENCE	$ 1000000	PREM / OPS	
				GENERAL AGGR	$ 2000000	$	
				PROD & COMP OPS AGGREGATE	$ 2000000	PRODUCTS	
				PERSONAL & ADV INJURY	$ 1000000	$	
				DAMAGE TO RENTED PREMISES	$	OTHER	
				MEDICAL EXPENSE	$	$	
EMPLOYERS LIABILITY				EACH ACCIDENT	$	$	
				DISEASE EACH EMPLOYEE	$		
				DISEASE POLICY LIMIT	$		
						$	
						$	

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Attach to ACORD 125

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

UNDERLYING INSURANCE (continued)

UNDERLYING GENERAL LIABILITY INFORMATION (Explain all "YES" responses)

1. ARE DEFENSE COSTS: ✓ WITHIN AGGREGATE LIMITS? ☐ A SEPARATE LIMIT? ☐ UNLIMITED?
   (In Arkansas, the underlying General Liability coverage cannot contain defense costs within aggregate limits, but must have a separate, equal limit or must be unlimited.)
2. INDICATE THE EDITION DATE OF THE ISO FORM OR SIMILAR FILING FOR THE UNDERLYING COVERAGE:
3. HAS ANY PRODUCT, WORK, ACCIDENT OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE? (Y / N) N
4. FOR CLAIMS MADE, INDICATE RETROACTIVE DATE OF CURRENT UNDERLYING POLICY:
5. FOR CLAIMS MADE, INDICATE ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:
6. FOR CLAIMS MADE, WAS "TAIL" COVERAGE PURCHASED FOR ANY PREVIOUS PRIMARY OR EXCESS POLICY? (Y / N) ☐ EFF. DATE: _____

CHECK ALL COVERAGES IN UNDERLYING POLICIES. ALSO CHECK IF ANY EXPOSURES ARE PRESENT FOR EACH COVERAGE. PROVIDE AN EXPLANATION. EXPLAIN IF DIFFERENT LIMITS, EXTENSIONS, OR EXCLUSIONS. EXPLAIN ANY SPECIAL COVERAGES BEYOND STANDARD FORMS. **EXPLAIN ALL EXPOSURES.**

CHECK IF APPROPRIATE	COVERAGE	EXPOSURE	COVERAGE	EXPOSURE	COVERAGE	EXPOSURE
	ANY AUTO (SYMBOL 1)		CARE, CUSTODY, CONTROL		PROFESSIONAL LIABILITY (E&O)	
	CGL - CLAIMS MADE		EMPLOYEE BENEFIT LIABILITY		VENDORS LIABILITY	
✓	CGL - OCCURRENCE		FOREIGN LIABILITY / TRAVEL		WATERCRAFT LIABILITY	
COVERAGE		**EXPOSURE**	GARAGEKEEPERS LIABILITY			
	AIRCRAFT LIABILITY		INCIDENTAL MEDICAL MALPRACTICE			
	AIRCRAFT PASSENGER LIABILITY		LIQUOR LIABILITY			
	ADDITIONAL INTERESTS		POLLUTION LIABILITY			

UNDERLYING INSURANCE COVERAGE INFORMATION (INCLUDE ALL RESTRICTIONS; e.g. LASER ENDORSEMENTS, DISCRIMINATION, SUBROGATION WAIVERS, OR EXTENSIONS OF COVERAGE) ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

PREVIOUS EXPERIENCE: (GIVE DETAILS OF ALL LIABILITY CLAIMS EXCEEDING $10,000 OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS, DURING THE PAST FIVE (5) YEARS, WHETHER INSURED OR NOT. SPECIFY DATE, COVERAGE, DESCRIPTION, AMOUNT PAID, AMOUNT OUTSTANDING) ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

☐ NO SUCH CLAIMS

CARE, CUSTODY, CONTROL

LOC	PROPERTY TYPE	VALUE	A*	B*	C*	D*	SQ FT OF BLDG OCC
	☐ REAL						
	☐ PERSONAL						

OCCUPANCY / DESCRIPTION OF PERSONAL PROPERTY

*APPLICANT: [A] IS HELD HARMLESS IN THE LEASE, [B] HAS A WAIVER OF SUBROGATION, [C] IS A NAMED INSURED IN THE FIRE POLICY, [D] OTHER (specify)

VEHICLES

TYPE		# OWNED	# NON-OWNED	# LEASED	PROPERTY HAULED	RADIUS (MILES) LOCAL	INTER-MEDIATE	LONG DISTANCE
PRIVATE PASSENGER								
TRUCKS	LIGHT							
	MEDIUM	3						
	HEAVY							
	EX. HEAVY							
TRUCKS / TRACTORS	HEAVY							
	EX. HEAVY							
BUSES								

AGENCY CUSTOMER ID: _____

ADDITIONAL EXPOSURES

EXPLAIN ALL "YES" RESPONSES, PROVIDE OTHER INFORMATION REQUIRED	Y / N
ADVERTISERS LIABILITY	
1. MEDIA USED: ANNUAL COST: $	
2. ARE SERVICES OF AN ADVERTISING AGENCY USED?	N
3. ANY COVERAGE PROVIDED UNDER AGENCY'S POLICY?	N
AIRCRAFT LIABILITY	
4. DOES APPLICANT OWN / LEASE / OPERATE AIRCRAFT?	N
AUTO LIABILITY	
5. ARE EXPLOSIVES, CAUSTICS, FLAMMABLES OR OTHER DANGEROUS CARGO HAULED?	N
6. ARE PASSENGERS CARRIED FOR A FEE?	N
7. ANY UNITS NOT INSURED BY UNDERLYING POLICIES?	N
8. ARE ANY VEHICLES LEASED OR RENTED TO OTHERS?	N
9. ARE HIRED AND NON-OWNED COVERAGES PROVIDED?	Y
CONTRACTORS LIABILITY	
10. IS BRIDGE, DAM, OR MARINE WORK PERFORMED?	N
11. DESCRIBE TYPICAL JOBS PERFORMED (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Spraying ops- Weeds	
12. DESCRIBE AGREEMENT (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
13. DOES APPLICANT OWN, RENT, OR OTHERWISE USE CRANES? N/A	N
14. DO SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN APPLICANT? N/A	
EMPLOYERS LIABILITY	
15. IS APPLICANT SELF-INSURED IN ANY STATE?	N
16. SUBJECT TO: ☐ JONES ACT ☐ FELA ☐ STOP GAP ☐ OTHER:	
INCIDENTAL MALPRACTICE LIABILITY	
17. IS A HOSPITAL OR FIRST AID FACILITY MAINTAINED?	N
18. ARE COVERAGES PROVIDED FOR DOCTORS / NURSES?	N
19. INDICATE # OF DOCTORS: NURSES: BEDS:	

AGENCY CUSTOMER ID: _____

ADDITIONAL EXPOSURES (continued)

EXPLAIN ALL "YES" RESPONSES, PROVIDE OTHER INFORMATION REQUIRED	Y / N
EPA #: **POLLUTION LIABILITY**	
20. DO CURRENT OR PAST PRODUCTS, OR THEIR COMPONENTS, CONTAIN HAZARDOUS MATERIALS THAT MAY REQUIRE SPECIAL DISPOSAL METHODS?	
21. INDICATE THE COVERAGES CARRIED: ☐ GL WITH STANDARD ISO POLLUTION EXCLUSION ☐ GL WITH POLLUTION COVERAGE ENDORSEMENT ☐ GL WITH STANDARD SUDDEN & ACCIDENTAL ONLY ☐ SEPARATE POLLUTION COVERAGE	
PRODUCT LIABILITY	
22. ARE MISSILES, ENGINES, GUIDANCE SYSTEMS, FRAMES OR ANY OTHER PRODUCT USED / INSTALLED IN AIRCRAFT?	N
23. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN THE USA OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", Attach ACORD 815)	N
24. PRODUCT LIABILITY LOSS IN PAST THREE (3) YEARS? (SPECIFY)	N
25. GROSS SALES FROM EACH OF LAST THREE (3) YEARS: $ 200000 $ 200000 $ 250000	
PROTECTIVE LIABILITY	
26. DESCRIBE INDEPENDENT CONTRACTORS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
WATERCRAFT LIABILITY	
27. DOES APPLICANT OWN OR LEASE WATERCRAFT?	N

LOC #	# OWNED	LENGTH	HORSEPOWER	LOC #	# OWNED	LENGTH	HORSEPOWER

APARTMENTS / CONDOMINIUMS / HOTELS / MOTELS

28.

LOC #	# STORIES	# UNITS	# SWIMMING POOLS	# DIVING BOARDS	LOC #	# STORIES	# UNITS	# SWIMMING POOLS	# DIVING BOARDS

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AGENCY CUSTOMER ID: _____

FRAUD STATEMENTS

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

SIGNATURE

IF THE COMPANY TO WHICH I AM APPLYING OFFERS UNINSURED MOTORISTS (UM), UNDERINSURED MOTORISTS (UIM) AND/OR MEDICAL PAYMENTS COVERAGE IN MY STATE:

UNINSURED MOTORISTS (UM) COVERAGE: $ _____ * UNDERINSURED MOTORISTS (UIM) COVERAGE: $ _____ *

MEDICAL PAYMENTS COVERAGE: $ _____ * * IF APPLICABLE IN YOUR STATE

APPLICABLE ONLY IN LOUISIANA, MONTANA, NEW HAMPSHIRE AND VERMONT

APPLICABLE ONLY IN LOUISIANA:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS, UM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION. [ ] (INITIALS) OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY. [ ] (INITIALS)

APPLICABLE ONLY IN MONTANA:

I ACKNOWLEDGE I HAVE BEEN OFFERED UNINSURED MOTORISTS (UM) COVERAGE AND UNDERINSURED MOTORISTS (UIM) COVERAGE. I HAVE SELECTED THE LIMITS INDICATED IN THIS APPLICATION. IF NO LIMITS ARE SHOWN, I HAVE REJECTED THESE COVERAGES. [ ] (INITIALS)

APPLICABLE ONLY IN NEW HAMPSHIRE:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION. [ ] (INITIALS) OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY. [ ] (INITIALS)

APPLICABLE ONLY IN VERMONT:

I ACKNOWLEDGE THAT I HAVE BEEN OFFERED UM COVERAGE EQUAL TO MY LIABILITY LIMITS. I HAVE SELECTED THE LIMITS INDICATED IN THIS APPLICATION.

IMPORTANT - THE STATEMENTS (ANSWERS) GIVEN ABOVE ARE TRUE AND ACCURATE. THE APPLICANT HAS NOT WILLFULLY CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR CIRCUMSTANCE CONCERNING THIS APPLICATION. THIS APPLICATION DOES NOT CONSTITUTE A BINDER.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)		STATE PRODUCER LICENSE NO (Required in Florida)
Jamie Allee			
APPLICANT'S SIGNATURE Electronically Signed 2018-05-31 20:22:32 UTC - 216.160.136.211 AssureSign® ef0a6955-25b8-4094-aefd-a8f101271bef		DATE 5/31/2018	NATIONAL PRODUCER NUMBER